#### **PROSPECTUS**

ASHLAND AREA JACKSON MASTER UNIT Medford Sale # 10-19 September 16, 2010

#5. SAMPSON COVE (5900), Jackson County, O&C

BID DEPOSIT REQUIRED: \$28,400.00

All timber designated for cutting in S½ SW¼ Sec 3; W½ NE¼, SE¼ NE¼, E½ NW¼, NE¼ SW¼, N½ SE ¼ Sec 9, T. 38 S., R. 2 E; N½ NW¼ Sec 19, E½ SW¼ Sec 29, SE ¼ NE ¼, SE ¼ Sec 30, SW ¼ SE ¼ Sec 31, T. 38 S., R. 3 E; NW ¼ SW ¼ , S ½ SW ¼ , Sec 1, E½ Sec 3, NW ¼ NW ¼ , SE ¼ SW ¼ , SW ¼ SE ¼ , Sec 11, NE ¼ NE ¼ , S ½ NE ¼ , SE ¼ NW ¼ Sec 15, T. 39 S., R. 2 E; NW ¼ NE ¼ Sec 6, S ½ NE ¼ , Sec 19, NE ¼ NE ½ SW ¼ , N ½ SE ¼ , SW ¼ SE ¼ Sec 18, E½ SW ¼ , NW ¼ SE ¼ , Sec 19, NE ¼ NE ¼ Sec 30, NW ¼ NE ¼ NE ¼ NW ¼ SE ¼ SW ¼ NW ¼ SE ¼ Sec 32, T. 39 S., R. 3 E, Willamette Meridian

Approx. Number Merch. Trees	Est. Volume MBF 32' Log	Est. Volume CCF	Species	Est. Volume MBF 16' Log	Appr. Price Per MBF*	Est. Volume Times Appraised Price
9760	1566	3404	Douglas-fir	1944	\$123.50	\$240,084.00
4327	501	1119	White fir	623	\$64.00	\$39,872.00
287	33	72	Ponderosa pine	40	**\$26.50	\$1,060.00
234	9	23	Incense-cedar	11	\$186.50	\$2,051.50
14608	2109	4618	TOTAL	2618		\$283,067.50

<sup>\*</sup>Stumpage values have been determined by market value estimates and analytical appraisal methods were used to compute the appraised price. Additional information concerning the appraised price is available at the Medford District Office.

<u>CRUISE INFORMATION</u> - The timber volumes were based on a 3P sample tree volt cruise. With respect to merchantable trees of all conifer species: the average tree is 15.5 inches DBHOB; the average gross merchantable log contains 68 bd. ft.; the total gross volume is approximately 2,967 M bd. ft; and 88% recovery is expected. (Average DF is 16 inches DBHOB; average gross merchantable log DF contains 70 bd. ft.)

Bidders will be restricted to bidding on a unit (MBF) rate of the Douglas-fir volume. All other species will be sold at appraised price per unit (MBF). The minimum bid increment will be \$0.10 per MBF.

<u>LOG EXPORT AND SUBSTITUTION</u> All timber sales shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5420, as amended.

CUTTING AREA – 32 units containing 481 acres are to be partial cut.

<u>CUTTING TIME</u> – Contract duration will be 36 months for cutting and removal of timber.

ACCESS - Access to the sale area is available via existing BLM roads, and Right-of-Way and Road Use Agreement M-2000A with Fruit Growers Supply Co. Among other conditions, this agreement requires completion of an agreement between the Purchaser and Permittee.

<sup>\*\*</sup>Minimum stumpage values were used to compute the appraised price (10% of pond value).

ROAD MAINTENANCE - BLM will maintain 38.47 miles of the roads listed in Section 41(C)(3). The Purchaser will be required to pay a maintenance fee of \$3.51 per MBF or a total of \$9,209.11 for the use of these roads as shown in RC-2c. The Purchaser will be required to maintain 2.97 miles of BLM roads.

<u>ROAD CONSTRUCTION</u> - The contract will require the Purchaser to construct 4+89 stations, and to blade and spot rock 297+26 stations of road. Additional information is available in the timber sale prospectus.

<u>SOIL DAMAGE PREVENTION</u> - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content exceeds twenty (20) percent by weight. The Purchaser shall construct waterbars on tractor skid trails, and block main skid trails where they intersect haul roads.

<u>EQUIPMENT REQUIREMENTS</u> - LOGGING: A ground-based machine less than 7½ feet wide, equipped with a winch, integral arch, and at least a 75 foot skidding line. A skyline yarder capable of one-end suspension with a minimum lateral yarding capability of seventy-five (75) feet while maintaining a fixed position during inhaul.

<u>SLASH DISPOSAL</u> - Section 41(G)(1) defines the slash disposal and site preparation work that  $\underline{may}$  be required under this contract. Because of the significant uncertainty as to the appropriate level of slash disposal and site preparation that may be needed during the life of the contract the BLM has defined the treatment costs in Section 41(G)(2)(a) but has only appraised for a small portion of the work that might be required in Section 41(G)(1). The BLM, in accordance with Section 41(G)(2)(c), will unilaterally modify the contract to accomplish all of the necessary slash disposal and site preparation, beyond that which was appraised, using the menu of prices defined in Section 41(G)(2)(a). Appraised slash disposal consists of 200 acres of hand piling/covering, and 200 acres of hand pile burning.

<u>CONTRACT TERMINATION</u> - A Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act, or comply with a court order, or protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

<u>PERFORMANCE BOND</u> - A performance bond in the amount of 20% of the total purchase price will be required.

#### OTHER -

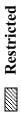
- 1. No extension of time beyond the normal 30 days will be granted for completing bonding and contract signing requirements.
- A BLM logging plan was prepared for the appraisal and is available for review. The logging plan estimates harvest systems to be 82% ground-based, and 18% skyline, (calculated by acres).
- 3. In skyline cable yarding units, to maintain canopy and to protect advanced conifer reproduction, corridors would be perpendicular to the slope, kept to a minimum number per landing, as operationally feasible, and width shall be kept as narrow as possible (max. 15 feet). Cable landings should be spaced one hundred fifty (150) feet apart where feasible.
- 4. BLM haul roads and harvest operations are seasonally restricted. Some variations of the restricted dates are possible depending on weather conditions.
- 5. Directional felling away from boundaries and fences is required. Fences damaged as a

- result of harvest operations under the terms of this contract must be repaired at Purchaser's expense.
- 6. The purchaser must notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place in Units 3-5 and 29-1 between March 1 and September 30 so that BLM biologists can survey for spotted owls to protocol.
- 7. Keys can be issued to prospective purchasers to provide access through locked gates. Please contact John Samuelson at 541-618-2313.

NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA – The sale area is northeast of Ashland, OR, accessible by Dead Indian Memorial Highway and by Hwy 66, also known as the Greensprings Highway. The Cove Creek units are accessed by Cove Road, approximately 1.2 miles up Dead Indian Memorial Highway from the junction of Hwy 66. The Shale City units are accessed by the Shale City Road (38-2E-27) which intersects Dead Indian Memorial Highway approximately 1 mile up Dead Indian Memorial Highway from the junction of Hwy 66. Other harvest units are accessible from the Burnt Creek (39-3E-21) and Buck Prairie Divide Road (38-3E-19) off of Dead Indian Memorial Highway, and from and from Little Hyatt Prairie Road which can be accessed from Hwy 66 near the Greensprings summit.

<u>ENVIRONMENTAL ASSESSMENT</u> - An Environmental Assessment (DOI-BLM-OR-M060-2010-0024-EA) was prepared for this project, and a Finding of No Significant Impact has been documented. These documents are available for inspection at the Medford District Office or on the web at www.blm.gov/or/districts/medford/plans/index.php.

# Seasonal Restriction Matrix Sampson Cove Timber Sale OR-110-TS10-19



Operating season

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept		Oct	SOZ	Dec
Activity	1 15	1 15	1 15	1 15	1 15	1 15	1 1	5 1 1	5 1	15 1	15	1 15	1 15
Ground-based yarding operations (Units 1-2A,											Ì		
1-2B, 1-3, 3-1, 3-2, 3-3, 20, 25, 13, 20, 22, 11,						_					<u> </u>		
11-3, 15-2A, 15-2B, 15-3, 18-3, 19-1, 19-3,					7							X	
29-1, 32-1, 32-2, 32-3A, 32-3B)													
Soils mitigation				H									H
Ground-based yarding operations (Unit 19-1)								F	F		1	X	
Botany mitigation													H
Hauling on roads 38-2E-3.4, 38-2E-9.3, 38-2E-													
9.6, 38-2E-9.7, 38-2E-9.1, 38-2E-16, 38-2E-											<u> </u>		
34B&C, 38-2E-34.1B2, 38-3E-29.3, 38-3E-					7						<u>                                     </u>	I	
29.6, 38-3E-30, 39-2E-1, 39-2E-3.1, 39-2E-													
3.2C, 39-2E-10.1, 39-2E-10.2, 39-2E-11, 39-				H									
3E-17, 39-3E-18.1, 39-3E-18.3, 39-3E-32, 39-					Ţ	_						H	H
3E-32.1, 39-3E-32.2					Ţ							X	
Hauling on roads 37-2E-7.2, 38-2E-3.3, 38-2E-					Z								
9, 38-2E-9.1, 38-2E-9.2, 38-2E-9.4, 38-2E-27,					Z								
38-2E-34A1-A2, 38-2E-34.1A-B1, 38-3E-19,					Z								X
39-2E-3.2A, 39-2E-3.2B, 39-2E-10, 39-3E-21													
Road construction/reconstruction/improvement													
Soils mitigation		H										H	

	Jan	_	ep	Σ	ar	Apı	•	May	<u> </u>	Inne	ſ	'uly	⋖	gn	Š	pt	ŏ	<u>;</u>	ž	>		oe,
Activity	1 15	1	15	1	15	1 1	5	15	5 1	15	1	15	1	15	1	15	1	15	1	15	1	15
Falling, yarding or hauling in the Cove Creek				N																	Z	
drainage (Units 1-2A, 1-2B, 1-3, 1-4, 3-2, 3-3,		¥		Ŋ	X																7	
3-4, 3-5, 11-1, 11-2A, 11-2B, 11-3, 15-2A, 15-		$\mathcal{T}_{i}$		Ţ	V														3.3	Z	7	
2B, 15-3) Deer winter range mitigation		7		N	7															$\mathcal{I}$	I	
Falling and operation of power-driven				M			H	H	H	Ŋ	¥	Ŋ	N	Ŋ		V						
equipment (Units 3-5, 29-1) Spotted owl				Ż					¥	¥	Ħ	IJ	Ŋ	IJ	I	V						
				Ĭ				H	H	Ħ	Į.	Ţ	IJ	IJ	1	X						

THIS IS A SALE PROSPECTUS ONLY. THESE ARE THE SPECIAL PROVISIONS AS THEY WILL BE WRITTEN IN THE CONTRACT. ATTACHMENTS MAY NOT INCLUDE ALL EXHIBITS REFERRED TO IN THE CONTRACT PROVISIONS. THE COMPLETE CONTRACT, INCLUDING ALL EXHIBITS, IS AVAILABLE FOR INSPECTION AT THE MEDFORD DISTRICT OFFICE.

Section 40. TIMBER RESERVED FROM CUTTING - The following timber on the contract area is hereby reserved from cutting and removal under the terms of this contract and is retained as the property of Government.

- (A) <u>AR-1</u> All timber on the Reserve Area(s) as shown on Exhibit A and all orange painted and/or posted trees which are on or mark the boundaries of the Reserve Area(s).
- (B) <u>IR-2</u> All timber except approximately 14,608 trees marked for cutting heretofore by the Government with blue paint above and below stump height in units 1-2A, 1-2B, 3-1, 3-2, 3-3, 3-4, 3-5, 9-3, 9-4, 11-1, 11-2A, 11-2B, 11-3, 15-2B, 15-3, 18-3, 18-4, 19-1, 19-2, 19-3, 29-1, 30-2, 30-4, 31-1, 32-1, 32-2, 32-3A, and 32-3B as shown on Exhibit A.
- (C) <u>IR-1</u> Approximately 659 trees marked with orange paint above and below stump height in Units 1-3, 1-4, 9-2, and 15-2A as shown on Exhibit A.
- (D) <u>IR-6</u> All naturally occurring dead and down woody debris greater than or equal to 16" diameter at the large end in all units as shown on Exhibit A.
- (E) <u>IR-6</u> All hardwood trees twelve inches (12) D.B.H.O.B and greater, and all snags fourteen (14) inches D.B.H.O.B and greater in all units as shown on Exhibit A.
- (F) IR-10 Genetically superior trees marked with orange paint and seed tree tags in the contract area. These trees are selected, genetically superior trees and are specially valued as a component of the tree improvement program. Any damage to such reserve trees caused by Purchaser shall be charged for on the basis of the resulting total loss to the Government including any loss in value as a superior seed source.
- (G) <u>IR-12</u> All trees which were severed from the stump or cut into logs prior to the date this contract was entered into in all units as shown on Exhibit A.

#### Section 41

#### (A) Log Exports

LE-1 All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs, except those of utility grade or below, such as sawlogs, peeler logs; and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards or specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timbers regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles.

Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

The Purchaser is required to maintain and upon request to furnish the following information:

- 1. Date of last export sale.
- 2. Volume of timber contained in last export sale.
- 3. Volume of timber exported in the past twelve (12) months from the date of last export sale.
- 4. Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.

- 5. Volume of timber exported in succeeding twelve (12) months from date of last export sale.
- 6. Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to Nonsubstitution and the Domestic Processing of Timber." The original of such certificate shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in the form specified by the Authorized Officer and furnish the information to the Authorized Officer.

Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report), which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over ten (10) inches, prior to the removal of timber from the contract area. All loads of eleven (11) logs or more will have a minimum of ten (10) logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of ten (10) logs or less. One end of all branded logs to be processed domestically will be marked with a three (3) square inch spot of highway yellow paint. The Purchaser will stop

trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

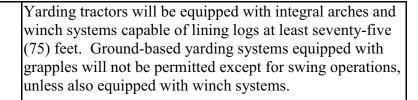
At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.

In the event of the Purchaser's noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.

#### (B) Logging

- (1) <u>L-1</u> Before beginning operations on the contract area for the first time or after a shutdown of five (5) or more days, the Purchaser shall notify the Authorized Officer in writing of the date they plan to begin operations. The Purchaser shall also notify the Authorized Officer in writing if they intend to cease operations for any period of five (5) or more days.
- (2) <u>L-4</u> All trees designated for cutting with blue paint above and below stump and not reserved shall be felled in all units as shown on Exhibit A.
- (3) <u>L-6M</u> All logs shall be completely limbed prior to being yarded in all units as shown on Exhibit A.
- (4) <u>L-7MC</u> Yarding on the areas designated herein and shown on Exhibit A shall be done in accordance with the yarding requirements or limitations for the designated area.

Designated Area	Yarding Requirements or Limitations
TRACTOR YARD	All ground-based yarding systems shall be approved by the
	Authorized Officer.
Units 1-2A, 1-2B,	
1-3, 3-1, 3-2, 3-3,	Yarding tractor width will not be greater than 7 ½ feet as
3-4, 3-5, 9-2, 9-3,	measured from the outer edges of the track shoes. Yarding
9-4, 11-1, 11-3,	tractors will operate only on tractor skid roads approved by
15-2A, 15-2B, 15-3,	the Authorized Officer.
18-3, 19-1, 19-3, 29-	
1, 32-1, 32-2, 32-3A, 32-3B	Skid road locations will be approved prior to felling of timber to be yarded over that skidtrail and trees shall be felled to the lead. The location of the tractor skid roads must be clearly designated on the ground, spaced at approximately one hundred fifty (150) foot intervals where feasible. Existing skid roads will be utilized where possible. Ground based yarding systems shall be limited to slopes thirty-five (35) percent or less. Tractor operations on short pitches greater than thirty-five (35) may be permitted as approved by the Authorized Officer.  Tractor skid roads utilized under the terms of this contract must be waterbarred, as directed by the Authorized Officer. Main skid roads are to be blocked where they intersect haul roads.  Tractor yarding permitted between June 1 and October 15. This restriction may be waived or adjusted during dry periods, as determined by the Authorized Officer.  No yarding will be allowed up or down draw bottoms.



Landing size shall not exceed one-quarter (1/4) acre. Front end loaders shall not be used in units or on landings, except as approved by the Authorized Officer.

#### CABLE YARD

Units 1-4, 11-2A, 11-2B, 18-4, 19-2, 30-2, 30-4, 31-1

Yarding will be done with a cable yarding system which will suspend one end of the log clear of the ground during inhaul on the yarding corridor.

A carriage is required which will maintain a fixed position on the skyline during lateral yarding and has a minimum lateral yarding capability of seventy-five (75) feet.

The carriage will be a minimum of fifteen (15) feet above the ground during lateral yarding.

Hand waterbars would be constructed on cable corridors that are gouged or likely to channel water, as directed by the Authorized Officer.

To maintain canopy and to protect advanced conifer reproduction, corridors would be perpendicular to the slope, and kept to a minimum number per landing, as operationally feasible, or as directed by the Authorized Officer.

Corridors will be kept as narrow as possible (maximum fifteen feet), and landings will be no closer than 150 feet apart, as operationally feasible.

Prior to falling any timber in a cable yard unit, corridors and tail/lift trees and/or intermediate support trees must be identified and flagged by the Purchaser and approved by the Authorized Officer.

No yarding will be allowed up or down draw bottoms and no yarding corridors will be allowed in riparian reserves, except as permitted by the Authorized Officer.

Trees shall be felled to the lead in respect to the yarding corridor.

Front end loaders shall not be used in units or on landings, except as permitted by the Authorized Officer.

(5) <u>L-9</u> No yarding or loading is permitted in or through the reserve area as shown on Exhibit A, except as approved by the Authorized Officer.

- (6) <u>L-11</u> No landing shall be located within one hundred eighty (180) feet of any stream as shown on Exhibit A.
- (7) <u>L-18a</u> No felling or power-driven operations within Units 3-5 and 29-1 shall be conducted between March 1 and September 30, both days inclusive. This restriction will not apply if it can be shown from spotted owl surveys conducted in accordance with accepted standards that spotted owl nesting and/or fledging activities are not occurring during the year of harvest.
- (8) <u>L-18</u> Pile burning is not permitted within 0.25 miles of spotted owl sites from March 1 through June 30, or until two weeks after the fledging period, unless substantial smoke will not drift into the nest patch.
- (9) <u>L-18</u> No road construction, maintenance, or renovation shall be conducted on roads between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. This restriction could be waived during dry conditions as directed by the Authorized Officer.
- (10) <u>L-18</u> No log hauling shall be permitted on roads 38-2E-3.4, 38-2E-9.3, 38-2E-9.6, 38-2E-9.7, 38-2E-9.1, 38-2E-16, 38-2E-34B&C, 38-2E-34.1B2, 38-3E-29.3, 38-3E-29.6, 38-3E-30, 39-2E-1, 39-2E-3.1, 39-2E-3.2C, 39-2E-10.1, 39-2E-10.2, 39-2E-11, 39-3E-17, 39-3E-18.1, 39-3E-18.3, 39-3E-32, 39-3E-32.1, 39-3E-32.2 between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. These restrictions could be waived during dry conditions as directed by the Authorized Officer.
- (11) L-18 No log hauling shall be permitted on roads 37-2E-7.2, 38-2E-3.3, 38-2E-9, 38-2E-9.1, 38-2E-9.2, 38-2E-9.4, 38-2E-27, 38-2E-34A1-A2, 38-2E-34.1A-B1, 38-3E-19, 39-2E-3.2A, 39-2E-3.2 B, 39-2E-10, 39-3E-21between November 15 of one calendar year and May 15 of the following calendar year, both days inclusive. These restrictions could be waived during dry conditions as directed by the Authorized Officer.
- (12) <u>L-18</u> No ground-based operations shall be conducted on the contract area between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. This is a soil moisture restriction which may be waived during dry soil conditions, as approved by the Authorized Officer.
- (13) <u>L-18</u> No ground based operations shall be conducted in Unit 19-1 between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. This is a botanical restriction.

- (14) <u>L-18</u> No operator spur construction/use shall be permitted on the contract area between October 15 of one calendar year and June 1 of the following calendar year, both days inclusive. This restriction could be waived during dry conditions, as approved by the Authorized Officer.
- (15) <u>L-18</u> No logging or hauling permitted in the Cove Creek drainage (Units 1-2A, 1-2B, 1-3, 1-4, 3-2, 3-3, 3-4, 3-5, 11-1, 11-2A, 11-2B, 11-3, 15-2A, 15-2B, 15-3) between November 15 and April 1, both days inclusive. This is a deer winter range restriction.
- (16) <u>L-21</u> The Purchaser shall provide sufficient warning signs to control traffic on all roads where they pass through the contract area whenever harvest operations are adjacent to these roads and the harvest operations could create a hazard to the public.
- (17) <u>L-24</u> Prior to the commencement of operations, the Purchaser shall obtain from the Authorized Officer written approval of a written operations and logging plan commensurate with the terms and conditions of the contract which shall include measures needed to assure protection of the environment and watershed. A prework conference between the Purchaser's authorized representative and the Authorized Officer's representative must be held at a location designated by the Authorized Officer before the logging plan will be approved. All logging shall be done in accordance with the plan developed by this provision.
- (18) <u>L-27</u> In all units shown on Exhibit A, all trees designated for cutting shall be felled away from unit boundaries, property lines, fences, streams, draw bottoms, seed trees, and administrative reserves. Active grazing allotments within the contract area require a higher level of awareness of the fences adjacent to harvest units. Fences damaged as a result of harvest operations must be repaired at Purchaser's expense.
- (19) <u>L-33</u> In accordance with the requirements of Section 8 of contract it has been determined that it is in the best interest of the Government and within the provisions of 43 CFR 5402.0-6 to sell additional timber located in the contract area, which is obstructing needed cable yarding roads, hazardous to workers, needed for guyline, tailhold, and/or tieback trees, obstructing ground based equipment skid roads, is severely damaged from the normal conduct of felling or yarding operations, or to meet all applicable State safety laws, codes or regulations. This timber must be cut or removed so that the Purchaser can continue active falling and yarding operations. The Purchaser is, therefore, authorized to cut and remove such additional timber in accordance with the provisions of Section 8 of the contract: provided, however, that:

- a) Trees reserved for the tree improvement program and trees reserved for the wildlife habitat objectives under Section 40 of the contract are not included in the authorization.
- b) The Purchaser shall identify each tree sold and cut in accordance with the provision by marking the cut surface of the stump immediately after falling with a large "X". The "X" shall be cut with a chain saw. The stump shall be marked by yellow flagging so that that stump can be visually located from a distance of not less than 100 feet.
- c) The volume and price for such timber shall be determined by the Authorized Officer in accordance with Bureau of Land Management prescribed procedures and paid for by the Purchaser in accordance with Section 3(b) or 3(d) of the contract as required by Section 8 of the contract.
- d) No timber may be cut of removed under the terms of this provision if all contract payments required by Section 3(b) or 3(d) of the contract have been made.
- e) The permission to cut and remove additional timber contained in this provision may be withdrawn by the Contracting Officer if the Authorized Officer determines that the Purchaser:
  - (1) failed to properly mark any stump with the "X" cut.
  - (2) failed to identify the location of any stump.
  - (3) cut any tree that was reserved for tree improvement and/or wildlife habitat.
  - (4) cut any tree in or adjacent to cable yarding corridors that was not necessary to facilitate cable yarding.
  - (5) cut any reserve tree in or adjacent to tractor skid roads that was not necessary to facilitate ground based yarding.
  - (6) failed to properly segregate any pulled over tree that was yarded to the landing.
  - (7) cut any reserve tree that was not severely (as defined during the prework conference and documented in the approved logging plan) damaged from felling and yarding operations.
  - (8) cut more that the minimum number of trees necessary to properly serve as guyline anchor stumps.
  - (9) cut or topped more than the minimum number of trees necessary to properly serve as tailhold trees.
  - (10) cut more that the minimum number of trees necessary to properly serve as tie-backs for topped tailhold trees.

(11) failed to maintain accurate and current (no more than 24 hours old) documentation of cut and removed timber.

If the permission to cut and remove additional timber provision is withdrawn, the Authorized Officer shall deliver to the Purchaser a written notice that additional sale of timber under this special provision is no longer approved.

If the permission to cut and remove additional timber provision is withdrawn, the Purchaser shall inform the Authorized Officer at least two working days prior to the need for cutting and yarding any guyline tree, tailhold tree, tie-back tree, danger tree, corridor tree, pulled over tree, and severely damaged tree. All sales of additional timber shall comply with Section 8 of the contract. The Contracting Officer may order the Purchaser, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the Government to safely measure and mark additional timber.

All cable-yarding and/or ground based equipment skid roads upon which timber may be cut and removed in accordance with this special provision must be needed for the removal of timber sold under this contract and shall be limited to the narrowest width necessary for the yarding of logs with minimum damage to reserved trees.

The purchaser shall be liable for damages in accordance with Section 13 of the contract for any reserved timber cut or removed in violation of the terms of this special provision.

#### (C) Road Construction – Maintenance - Use

- (1) <u>RC-1a</u> The Purchaser shallconstruct, improve and/or renovate all roads and other structures in strict accordance with the plans and specifications shown on Exhibit C, which is attached hereto and made a part hereof.
- (2) <u>RC-1b</u> Prior to removal of any timber, except right-of-way timber, the Purchaser shall complete all construction, improvement, or renovation of structures and roads as specified in Exhibit C.
- (3) <u>RC-2</u> The Purchaser is authorized to use the roads listed below and shown on Exhibit C-2 which are under the jurisdiction of the Bureau of Land Management, and or Fruit Growers Supply Company for the removal of Government timber sold under the terms of this contract and/or the hauling of rock as required in Exhibit C,

provided that the Purchaser pay the required maintenance obligations described in Section 41(C)(6). Any road listed below and requiring improvement or renovation in Exhibit C of this contract, shall be maintained by the Purchaser until receiving written acceptance of the improvement or renovation from the Authorized Officer. The Purchaser shall pay current Bureau of Land Management maintenance fees for the sale of additional timber under modification to the contract.

Road No. and	Length Miles		
Segment	Used	Road Control	Road Surface Type
37-2E-7.02	0.33	BLM	ASC
38-2E-3.03	0.24	BLM	ASC
38-2E-3.04	1.36	BLM	ASC
38-2E-9.00	0.27	BLM	ASC
38-2E-9.01	0.25	BLM	ASC
38-2E-9.04 A1	0.30	BLM	ASC
38-2E-9.04 B	0.42	BLM	ASC
38-2E-9.06	0.30	BLM	ASC
38-2E-9.10	0.24	BLM	ASC
38-2E-27.00	10.13	BLM	BST
38-2E-34.00 A1-A2	0.84	BLM	ASC
38-2E-34.00 B	2.01	BLM	PRR
38-2E-34.01 A-B1	1.26	BLM	ASC
38-3E-19.00	0.95	BLM	BST
38-3E-29.03	1.00	BLM	PRR
38-3E-30.00	0.80	BLM	PRR
39-2E-3.02 A	0.50	BLM	ASC
39-2E-3.02 B	0.09	PVT	ASC
39-2E-10.00 A-C	1.05	PVT	ASC
39-2E-10.00 D-E	1.07	BLM	ASC
39-2E-10.01	1.00	BLM	ASC
39-2E-11.00	0.23	BLM	ASC
39-3E-17.00	1.50	BLM	ASC
39-3E-18.01	0.24	BLM	ASC
39-3E-18.03	0.90	BLM	PRR
39-3E-21.00	7.53	BLM	ASC
39-3E-32.00	3.66	BLM	PRR
Total	38.47		

(4) RC-2a The Purchaser is authorized to use the roads listed below and shown on Exhibit C-2 which are under the jurisdiction of the Bureau of Land Management, the removal of Government timber sold under the terms of this contract and/or the

hauling of rock as required in Exhibit C, provided that the Purchaser comply with the conditions set forth in Section 41(C)(9). The Purchaser shall pay current Bureau of Land Management rockwear fees for the sale of additional timber under modification to the contract.

Road No. and			
Segment	Length Miles Used	Road Control	Road Surface Type
38-2E-9.03	0.25	BLM	NAT
38-2E-34.00 C	0.10	BLM	NAT
38-2E-34.01 B2	0.61	BLM	NAT
38-3E-29.06	0.58	BLM	NAT
39-2E-1.00	0.32	BLM	NAT
39-2E-3.01 C	0.05	BLM	NAT
39-2E-3.01 D	0.08	PVT	NAT
39-2E-3.02 C1	0.30	PVT	NAT
39-2E-11.01	0.28	BLM	NAT
39-3E-32.01	0.40	BLM	NAT
Total	2.97		

- (5) RC-2b With the prior written approval of the Authorized Officer, the Purchaser may arrange for cooperative maintenance with other users on road included in Section 41(C)(4) of this contract; provided, that such cooperative arrangement shall not relieve the Purchaser of his liability for the maintenance and repair of such roads resulting from wear or damage, in accordance with this contract. The Purchaser shall furnish the Authorized Officer a copy of any cooperative maintenance agreements entered into with other users on these roads.
- (6) RC-2c The Purchaser shall pay the Government a road maintenance obligation in the amount of Nine Thousand Two Hundred Nine and 11/100 dollars (\$9,209.11) for the transportation of timber included in the contract price and for the transportation of any mineral material required under the terms of the contract over road or roads listed in Section 41(C)(3).

The above road maintenance amount is for use of 38.47 miles of road or less. Unless the total maintenance amount is paid prior to commencement of operations on the contract area, payments shall be made in installments of not less than Five hundred dollars (\$500.00); payable in the same manner as and together with payments required in Sec. 3 of this contract. The total maintenance amount shall be paid prior to the removal of timber from the contract area.

(7) RC-2d The Purchaser shall be authorized to use other roads not included in Section 41(C)(3) and/or Section 41(C)(4) provided, that in the use of such road(s), the Purchaser shall pay the Government current Bureau of Land Management road maintenance fees for the particular surface type of the road(s)

used. For administrative purposes the total maintenance and rockwear obligation due shall be based upon the estimated volume set forth in Exhibit B of this contract and mileage of roads used as determined by the Authorized Officer.

In the event logs are hauled over more than one route, the estimated volume set forth in Exhibit B shall be proportioned on the basis of actual volume removed. Prior to the use of such roads, the Purchaser shall give written notice to the Authorized Officer of the roads intended for use in the removal of the timber purchased under this contract, together with an estimate of the volume to be hauled over such roads.

Section 41(C)(6) of this contract shall be amended to include adjustments of fee obligations.

- (8) RC-2f The Authorized Officer may at any time by written notice, terminate the Purchaser's operator road maintenance obligations and require instead payment of current Bureau of Land Management road maintenance fees for the particular surface type of the road(s) involved. These fees will be applied to the remaining contract volume on the sale area to be transported over road or roads listed in Section 41(C)(4). The Purchaser shall pay the total maintenance amount for said road(s) within thirty (30) days following receipt of written notice; provided, however, that if the total amount exceeds five hundred and no/100 dollars (\$500.00), the Purchaser may elect to make payment in installments in the same manner as and together with payments required in Section 3 of this contract.
- (9) <u>RC-2h</u> The Purchaser shall perform any required road repair and maintenance work on roads used by him, under the terms of Exhibit D, "Road Maintenance Specifications," of this contract, which is attached hereto and made a part hereof.
- (10)<u>RC-3</u> In the use of road No. 39-2E-3.02 B-C1, 39-2E-3.01 D, and 39-2E-10 A-C the Purchaser shall comply with the conditions of Right-of-Way and Road Use Agreement No. M-2000A dated April 9, 2002 between the United States of America and Fruit Growers Supply Company. These conditions include: Payment to Fruit Growers Supply Company, a road use obligation of Seven and 20/100 dollars (\$7.20) payable at the time indicated in the license agreement. This document is available for inspection at the Bureau of Land Management, Medford District Office, 3040 Biddle Road, Medford, Oregon 97504. Prior to the use of said road(s), the Purchaser shall furnish the Authorized Officer a copy of the executed License Agreement. Default by the Purchaser of said Right-of-Way and Road Use Agreement, or any License Agreement executed pursuant thereto, for failure to pay appropriate road use fees shall be considered a violation of this contract. The amount of unpaid fees shall be considered as the amount of damage suffered by the Government as a result of the violation of this provision.

- (11) RC-3d The Purchaser agrees that if they elect to use any other private road which is the subject of a right-of-way agreement with the Government for the removal of Government timber sold under the terms of this contract, the Purchaser shall request and agree to the modification of this contract to provide for such use and for allowances for amortization of the Government's share of the capital investment of any such road.
- (12) RC-5 In the construction of road No. 39-2E-10.02 and Landing, as shown on Exhibit C, the Purchaser shall comply with the conditions of the Right-of-Way and Road Use Agreement No. M-2000A dated April 9, 2002 between the United States and Fruit Growers Supply Company. This document is available for inspection at the Bureau of Land Management, Medford District Office, 3040 Biddle Road, Medford, Oregon 97504.
- (13) RC-7 Prior to cutting or removing any timber from the road and Landing right-of-way between stations 0+00 and 4+89 on Road No. 39-2E-10.02 as shown in the Exhibit C, the Purchaser shall pay to Fruit Growers Supply Company, the owner of the right-of-way timber, the total value of that timber, as shown below, based upon the indicated estimated volume and species price per unit used in the Government's contract as set forth in Exhibit B.

Species	Estimated Volume - M. bd. ft.	Price per Unit	Estimated Volume times Unit Price
OG D. FIR	0.02		
P. PINE	0.9		
Total	1.1		

(14) <u>RC-8</u> The Purchaser shall be required to secure written approval to use vehicles or haul equipment over Government owned or controlled roads and/or structures when that vehicle or equipment exceeds the maximum allowable weights or dimensions established by the State for vehicles operating without a permit.

Details of such equipment shall be furnished to the Authorized Officer for evaluation of load characteristics, at least fifteen (15) days prior to proposed move-in.

Details shall include:

- (a) Axle weights when fully loaded.
- (b) Axle spacing.
- (c) Transverse wheel spacing.
- (d) Tire size.
- (e) Outside width of vehicle.
- (f) Operating speed.
- (g) Frequency of use.
- (h) Special features (e.g., running tracks, overhang loads, etc.)

The Purchaser shall be responsible for repair of any damage to roads or structures caused by the use of overweight or over-dimension vehicles (1) without written approval, (2) in violation of the conditions of a written approval or (3) in a negligent manner. The amount of actual damage shall be determined by the Authorized Officer following a technical inspection and evaluation.

#### (D) Environmental Protection

- (1) <u>E-1</u> In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall:
  - (a) Abate dust created from hauling in accordance with Exhibit D.
  - (b) Short temporary logging spurs may be constructed and utilized between June 1 and October 15 of the same operating season, with prior approval of the Authorized Officer. Scarify, waterbar, cover with placed woody material, and block following use.
  - (c) Scarify and contour landings to provide for adequate drainage. Bare soil due to landing construction/renovation would be protected and stabilized prior to fall rains to reduce soil erosion and sediment potential. Straw mulch and seed exposed earth on tractor landings, constructed temporary logging spurs, road 39-2E-10.2 with certified weed free straw and seed mixture as directed and approved by the Authorized Officer. Selected landings may be left "as is" where natural rock occurs or where vegetation/topography prevents movement of sediment, as determined by the Authorized Officer. The seed mix and straw shall be provided by the purchaser from an approved commercial source, or may be provided by the BLM if the purchaser is unable to locate and buy the certified seed and straw. The purchaser shall reimburse the government for the cost of seed and straw if provided by the government.

The Purchaser shall furnish and apply to acres designated for treatment as directed by the Authorized Officer, a mixture of grass seed and mulch material at the following rate of application:

Grass seed 20 lbs./acre

Straw mulch 1000 lbs./acre (approx. 2 inches in depth)

The Purchaser shall furnish the following species of grass seed meeting corresponding germination, purity, and weed content requirements:

	Germination	Purity	Weed Content
<u>Species</u>	Min. %	Min. %	Max. %
California Brome	85	95	0.2
Blue Wild Rye	85	95	0.2

The grass seed furnished shall meet the minimum requirement for Blue Tag Seed as set forth in the latest edition of Oregon Certification Standards published by Oregon State University. Seed source shall be approved by the Authorized Officer and shall be from the general region where the project occurs. Straw mulch shall be from native grass or other approved grain crops which are certified weed free, and free of mold or other objectionable materials. Straw mulch shall be in an air-dry condition and suitable for placing in a uniform manner.

The Purchaser shall mix grass seed in the following proportions:

	Percent of	
<u>Species</u>	Total by Wt.	Lbs. per Acre
California Brome	50%	10
Blue Wild Rye	50%	10
TOTALS	100%	20 lbs./ac.

The Purchaser shall furnish the Authorized Officer a Seed Test result from a certified seed testing lab (i.e. Oregon State University), which shall include: date of test; lot number of each kind of seed; seed source; and results of tests as to name, percentages of purity and of germination, weed species and percentage of weed content, for each kind of seed furnished and, in case of mixture, the proportions of each kind of seed. The seed must have been tested within the last year to be accepted for use on this contract. The seed and straw mulch shall be applied between August 1 and October 15. The Purchaser shall notify the Authorized Officer at least 5 days in advance of the date he intends to commence the specified soil stabilization work.

- (d) Temporary crossings on roads 39-2E-10.2 and 39-2E-3.2C shall be removed prior to October 15 within the same operating season.
- (e) Seed and mulch road 39-2E-10.2 prior to October 15 within the same operating season.

- (2) <u>E-1</u> In addition to requirement set forth in Sec. 25 of this contract, the Purchaser shall remove all slash and debris from roadways, ditchlines, catchbasins, and landings concurrently with yarding, or as directed by the Authorized Officer.
- (3) <u>E-1</u> In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall prepare a Spill Prevention, Control, and Countermeasure Plan for all hazardous substances to be used in the contract area. Such plans must comply with the State of Oregon DEQ OAR 340-142, *Oil and Hazardous Materials Emergency Response Requirements*.
- (4) <u>E-1</u> In addition to the requirement set forth in Sec. 25 of this contract, the Purchaser shall not refuel equipment, store, or cause to have stored, any fuel or other petroleum products within three hundred (300) feet of any stream or wet areas as shown on Exhibit A. All petroleum products shall be stored in durable containers and located so that any accidental releases will be contained and not drain into any stream system. Waste diesel, oil, hydraulic fluid and other hazardous materials and contaminated soil would be removed from the site and disposed of in accordance with DEQ regulations. Areas that have been saturated with toxic materials would be excavated to a depth of 12 inches beyond the contaminated material or as required by DEQ. Hydraulic fluid and fuel lines on heavy mechanized equipment must be in proper working condition in order to avoid leakage.
- (5) <u>E-1</u> In addition to the requirement set forth in Section 25 of this contract, the Purchaser shall implement the following noxious weed control measures shall be implemented by the purchaser:
  - (a) In order to prevent the potential spread of noxious weeds into the Medford District BLM, the operator would be required to clean all logging construction, rock crushing, and transportation equipment prior to entry on BLM lands.
  - (b) Cleaning shall be defined as removal of dirt, grease, plant parts, and material that may carry noxious weed seeds into BLM lands. Cleaning prior to entry onto BLM lands may be accomplished by using a pressure hose.
  - (c) Only logging and construction equipment inspected by the BLM would be allowed to operate within the Analysis Area. All subsequent move-ins of logging and construction equipment as described above shall be treated the same as the initial move-in.
  - (d) Prior to initial move-in of any logging or construction equipment, and all subsequent move-ins, the operator shall make the equipment available for BLM inspection at an agreed upon location off Federal lands.

- (e) Logging and construction equipment would be visually inspected by the Authorized officer to verify that the equipment has been reasonably cleaned.
- (6) <u>E-2</u> The water bars to be constructed as required by Sec. 25(c) shall be constructed in accordance with the specifications shown on Exhibit W, which is attached hereto and made a part hereof.
- (7) <u>E-3</u> If, in connection with operations under this contract, the Purchaser, their contractors, subcontractors, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or pre-historical ruins, graves or grave markers, fossils, or artifacts, the Purchaser shall immediately suspend all operations in the vicinity of the cultural value and shall notify the Authorized Officer of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Authorized Officer
- (8) <u>E-4</u> The Purchaser shall immediately discontinue specified construction or timber harvesting operations upon written notice from the Contracting Officer that:
  - (1) threatened or endangered plants or animals protected under the Endangered Species Act of 1973, as amended, may be affected by the operation, and a determination is made that consultation or reinitiation of consultation is required concerning the species prior to continuing operation, or;
  - (2) when, in order to comply with the Endangered Species Act, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
  - (3) federal proposed, federal candidate, Bureau sensitive or State listed species protected under BLM Manual 6840 Special Status Species Management have been identified, and a determination is made that continued operations would affect the species or its habitat, or;
  - (4) other active raptor nests have been discovered, and a determination is made that continued operations under this contract would adversely affect the present use of the discovered nesting area by the raptor, or;

- (5) when, in order to comply with a court order which enjoins operations on the sale or otherwise requires the Bureau of Land Management to suspend operations, or;
- (6) when, in order to comply with a court order, the Contracting Officer determines it may be necessary to modify or terminate the contract, or;
- (7) species have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, and the Contracting Officer determines that continued operations would affect the species or its habitat, or;
- (8) when, in order to protect species which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, the Contracting Officer determines it may be necessary to modify or terminate the contract.

Those operations necessary for a safe removal of personnel and equipment from the contract area and those directed by the Contracting Officer which are required in order to leave the contract area in an acceptable condition will be permitted. Discontinued operations may be resumed upon receipt of written instructions and authorization by the Contracting Officer.

During any period of suspension, the Purchaser may withdraw performance and payment bond coverage aside from that deemed necessary by the Authorized Officer to secure cut and/or removed timber for which the Bureau of Land Management has not received payment, and/or unfulfilled contract requirements associated with harvest operations that have already occurred and associated post-harvest requirements.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the First Installment held on deposit may be temporarily reduced upon the written request of the Purchaser. For the period of suspension extending beyond 30 days, the First Installment on deposit may be reduced to five (5) percent of the First Installment amount listed in Section 3.b. of the contract. Any First Installment amount temporarily reduced may be refunded or transferred to another BLM contract at the request of the Purchaser. However, if the Purchaser has outstanding debt owing the United States, the Contracting Officer must first apply the amount of First Installment that could be refunded to the debt owed in accordance with the Debt Collection Improvement Act, as amended (31 USC 3710, et seq.). Upon Purchaser's receipt of a bill for collection and written notice from the Contracting Officer lifting the suspension, the Purchaser shall restore the First Installment to the full amount shown in Section 3.b. of the

contract within 15 days after the bill for collection is issued, subject to Section 3.h. of the contract. The Purchaser shall not resume contract operations until the First Installment amount is fully restored.

In the event of a suspension period or a combination of suspension periods that exceed a total of 30 days, the unamortized Out-of-Pocket Expenses for road or other construction required pursuant to Exhibit C of the contract shall be refunded or transferred to another BLM contract at the request of the Purchaser. Upon written notice from the Contracting Officer lifting the suspension, the Purchaser shall reimburse the Government the amounts refunded or transferred. The Purchaser may choose to pay this reimbursement at once or in installments payable at the same time as payments are due for the timber under the contract and in amounts approximately equal to the expenses associated with the timber for which payment is due.

In the event that operating time is lost as a result of the incorporation of additional contract requirements, or delays due to Endangered Species Act consultation with the U.S. Fish and Wildlife Service or U.S. National Marine Fisheries Service, or court-ordered injunctions, the Purchaser agrees that an extension of time, without reappraisal, will constitute a full and complete remedy for any claim that delays due to the suspension hindered performance of the contract or resulted in damages of any kind to the Purchaser.

The Contracting Officer may determine that it is necessary to terminate the cutting and removal rights under the contract in order to comply with the Endangered Species Act, protect species that have been discovered which were identified for protection through survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or comply with a court order. Following the issuance of a written notice that cutting and removal rights will be terminated, the Purchaser will be permitted to remove timber cut under the contract, if allowed by the Endangered Species Act, survey and manage and/or protection buffer standards and guidelines established in the ROD and RMP, or court order requirements necessitating the modification or termination.

In the event cutting and removal rights are terminated under this subsection, the Purchaser agrees that the liability of the United States shall be limited to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area. This calculation of liability shall utilize actual Purchaser costs and Government estimates of timber volumes. At the Authorized Officer's request, the Purchaser agrees to provide documentation of the actual costs incurred in the performance of the contract. In addition, the Purchaser shall be released from the obligation to pay the contract price for any timber which is not authorized to be removed from the contract area.

The Purchaser specifically and expressly waives any right to claim damages, other than those described in the preceding paragraphs, based on an alleged breach of any duty to the Purchaser, whether express or implied, in regard to the manner in which the Government defended the litigation which resulted in the court order affecting the operation of the contract. This waiver also extends to any claims based on effects on the operation of the contract that arise from litigation against another agency. Furthermore, the Purchaser specifically acknowledges and agrees that a court ruling that the Government violated the Administrative Procedures Act cannot be interpreted, in itself, to mean that the Government had not acted reasonably in regard to its duties to the Purchaser under this contract.

(9) <u>E-6</u> The Purchaser shall notify the Authorized Officer in writing by February 1 of each calendar year in which operations are expected to take place on the contract area within Units 3-5 and 29-1between March 1 and September 30, both days inclusive. If notification is not received by the Authorized Officer by February 1, felling, bucking, yarding, road construction, or any other activity with the potential to disturb nesting owls may not be allowed during this time period.

Upon receipt of a notice that the Purchaser expects to perform such operations during this time period, the Government will conduct surveys to determine whether spotted owls are nesting within 0.25 miles of the harvest units. If it is determined that spotted owls are not nesting or that no young have been produced, the Authorized Officer may lift the seasonal restriction on such operations in writing. Without this written approval, such operations are prohibited from March 1 through September 30 of each year.

#### (E) Miscellaneous

(1) M-2 The Government, at its option, may administratively check scale any portion of the timber removed from the contract area, and if necessary, conduct check scaling of independent scalers contracted to BLM for administrative check scaling purposes. The Purchaser hereby agrees to make such contract timber available for such scaling at a location or locations to be approved in writing by the Authorized Officer. At the approved location or locations, the Purchaser shall provide an area for logs to be safely rolled out for scaling, to unload logs from trucks, place logs in a manner so that both ends and three faces of each log are visible for scaling, and to reload or remove logs after scaling has been completed. In the event that BLM elects to administratively check scale and if such check scaling causes a delay in log transportation time, an adjustment will be made to the purchase price as follows: If the entire sale is check scaled, the purchase price of this contract

shall be reduced by \$1,963.50. In the event that only a portion of the contract timber is scaled, the purchase price shall be reduced by that portion of \$1,963.50 which is equal to the percentage of timber sold which was actually scaled by the Government. For purposes of computing this price reduction, the percentage of timber sold which has been scaled shall be determined by the Government. Any reduction in purchase price under the terms of this provision shall be full compensation to the Purchaser for any expense or loss incurred as a result of such scaling. Scaling shall be conducted in accordance with the National Cubic Scaling Rules by BLM scalers, and/or independent scalers contracted to BLM. A copy of the scale report will be made available to the Purchaser upon request.

(2) M-5 The Purchaser shall, without expense to the government, be responsible for obtaining any necessary licenses and permits and for complying with any and all Federal, State, County and municipal laws, codes, regulations, and administrative rules applicable to the performance of this contract. The Purchaser shall also be responsible for all damages to any persons or property that arise out of any operations under this contract and result from any breach of contract or wrongful or negligent act or omission of the Purchaser, its contractors, subcontractors, or employees of any of them.

#### (F) Fire Prevention and Control

- (1) <u>F-1a Fire Prevention and Control</u>. Primarily for purposes of fire prevention and control, the Purchaser shall comply with the following provisions:
  - (a) Prior to the operation of power driven equipment in construction or logging operations under this contract during the closed fire season or periods of fire danger, prepare a fire prevention and control plan to the satisfaction of the State of Oregon, Department of Forestry.
  - (b) Provide and maintain in good repair, on the contract area, the following equipment for use during closed fire season or periods of fire danger:
    - (1) F-2a Fire fighting tools shall be kept at each landing or at such other place as the Authorized Officer shall designate whenever people are working on the contract area. All fire fighting tools shall be kept in a sturdily constructed box which shall be painted red and lettered on the front or top in large letters, "For Fire Only." The box shall have a hinged lid and a hasp by which the lid can be sealed. One box may serve two landings not over six hundred (600) feet apart. When filled, the box shall not weigh over two hundred (200) pounds. The fire tools shall be in good condition, be tight on strong handles, and have sharp cutting edges. There

shall not be less than four (4) tools in each box nor less than one (1) tool for each person working on the contract area. Three-fourths ( $\frac{3}{4}$ ) of all fire tools shall be shovels, hazel hoes, or other scraping tools. The fire tools shall be used only for fighting fire.

- (2) <u>F-2b</u> A round pointed size "0" or larger shovel in good condition, shall be within fifty (50) feet of any power saw when in operation.
- (3) F-2c At each landing during periods of operation one (1) tank truck. Each truck shall have three hundred (300) gallons minimum capacity with five hundred (500) feet minimum of hose and a nozzle acceptable to the Authorized Officer and a mounted or portable pump conforming to the standards set forth in Oregon Revised Statute (ORS) 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended or be provided with suitable adapters. At the close of each working day, all bulldozers and tank trucks shall be filled with fuel and made ready for immediate use. All tank trucks and portable tanks shall be filled with water and made available for immediate use.
- (4) <u>F-2d</u> Serviceable radio or cellular/satellite telephone equipment able to provide prompt and reliable communication between the contract area and Medford, Oregon. Such communication shall be available during periods of operation including the time watch-service is required.
- (5) <u>F-2e</u> A pair of headlights capable of being quickly attached to each bulldozer used on the contract area. The headlights shall be adequate to provide illumination sufficient to allow use of the bulldozers for fire fighting and construction of fire trails at night.
- (6) F-2f A headlight for each person in the woods crew adequate to provide sufficient illumination for night fire fighting. A headlight shall be of the type that can be fastened to the head so as to allow independent use of the hands. It shall be equipped with a battery case so designed that it can be either carried in the hip pocket or fastened to the belt. The head of the light and the battery case shall be connected by insulated wires. At least one extra set of batteries shall be provided for each such headlight.

- (7) <u>F-2g</u> Two (2) back-pack pumps at each landing and one (1) at each tail block, all to be kept full of water and in good operating condition.
- (8) F-2h A chemical fire extinguisher of at least eight (8) ounces minimum capacity of a type approved by the Oregon State Forester shall be carried during the closed fire season or periods of fire danger by each saw operator using a power saw on the contract area. Such fire extinguisher shall be filled and in effective operating condition and shall at all times be immediately available to the operator when the saw is being fueled or the motor of the saw is running. A size "0" or larger shovel shall be available with each gas can when refueling. Any fueling of a power saw shall be done in an area which has first been cleared of all flammable material. Power saws shall be moved at least twenty (20) feet from the place of fueling before the engine is started. Each power saw shall be equipped with an exhaust system and a spark arresting device which are of types approved by the Oregon State Forester.
- (9) <u>F-5</u> Where blocks and cables are used on the contract area during periods of fire danger, the Purchaser shall remove all flammable material at least ten (10) feet from the place where the tail or any other block will hang when the cable is tight. Such clearings shall be inspected periodically by the Purchaser, and shall be kept free of flammable material.

#### (G) Slash Disposal and Site Preparation

- (1) <u>SD-4 Logging Residue Reduction</u>. In addition to the requirements of Sect.15 of this contract, and notwithstanding the Purchaser's satisfactory compliance with State laws and regulations regarding offsetting or abating the additional fire hazard created by this operation and the State's willingness to release the Purchaser from liability for such hazard, the Purchaser shall remain responsible to the Government for performance of the following logging residue reduction and site preparation measure(s) required by this contract:
  - (a) Prior to commencement of any operation under this section of the contract, a slash disposal and site preparation pre-work conference between the purchaser's representative and the Authorized Officer must be held at a location designated by the Authorized Officer. All slash disposal and site preparation shall be done in accordance with the plans developed at this pre-work conference.

- (b) Slash, as defined for this section, shall mean all material (brush, limbs, tops, unmerchantable stems, and chunks) severed or knocked over as a result of purchasers operations under the terms of this contract, including material cut during slashing activities for the purposes of fuels reduction.
- (c) Refueling of chainsaws and other equipment will be done no closer than one hundred fifty (150) feet of any stream or wet area. Spilled fuel and oil would be cleaned-up and would be disposed of at an approved disposal site.
- (d) <u>SD-1h HANDPILE</u> Handpile all slash as directed by the Authorized Officer in accordance with the following specifications:
  - 1. Piling shall be accomplished by hand. Finished piles shall be tight and free of earth.
  - 2. Pile all slash which is between one (1) and six (6) inches in diameter on the large end and exceeds three (3) feet in length.
  - 3. A six (6) foot by six (6) foot sheet of 4 mil polyethylene black plastic shall be placed in each pile in a manner such that approximately one-third (1/3) of the pile lies above it to hold it in place and so that a two (2) foot by two (2) foot dry ignition point is maintained for one (1) year or until burned. The ignition point will consist of fine fuel material such as needles, small limbs, and branches less than one-half (1/2) inch in diameter and free of dirt. Piles shall be constructed by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up and down the slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the pile to shed water. Height shall be no less than four (4) feet and no greater than six (6) feet; width shall not exceed six (6) feet; piles shall be circular and not windrowed. No pile shall be located in any stream channel; on down logs, stumps, talus slopes, roadways, drainage ditches, within ten feet of reserve trees, within 25 feet of designated wildlife trees and within ten feet of any other pile or unit boundary. No portion of the pile will be under the crown of any living conifer tree.

- (e) <u>SD-1d</u> Operations required by this provision shall be kept current with yarding as directed by the Authorized Officer and shall be conducted as follows:
  - 1. Units shall be piled and covered during the same season that they are logged. Piling shall be completed in each unit or portion thereof, within eight (8) weeks after being notified of BLM site treatment determination.
- (f) <u>SD-1j LANDING SLASH</u> In all units as shown in the Exhibit A, pile all slash located within fifty (50) feet on each side of each landing. Slash shall be piled by a grapple loader. Finished piles shall be tight and free of earth.
  - 1. A ten (10) foot by ten (10) foot cover of six (6) mil black plastic shall cap each hand pile to maintain a dry ignition point. The cover shall be firmly fixed to each pile to hold it in place. Landings shall be piled and covered during the same season that they are logged.
- (2) <u>SD-5</u> Perform logging residue reduction and site preparation work on approximately 200 acres of harvest area as directed by the Authorized Officer.
  - (a) The required work shall consist of any treatment or combination of treatments listed in the table below, as determined by the Authorized Officer and specified in writing by the Contracting Officer. The number of acres of each treatment shall be determined by the Authorized Officer.

Treatment	Cost/Acre
Handpile and Cover - L2	\$383.00
Burn Handpile – Level 2	\$44.00

(b) The following treatments were assumed for appraisal purposes on this contract:

Treatment/Level	Cost Per	Number of	Total Cost Per
	Acre	Acres	Treatment Type
Hand pile and cover L2	\$383.00	200	\$76,600.00
Hand Pile Burn L2	\$44.00	200	\$8,800.00
Total Appraised Cost			\$85,400.00

- (c) The total Purchase Price set forth in Section 2 shall be adjusted by the amount that the total cost of the site preparation treatments designated pursuant to Section 41(G)(2)(a) differs from \$85,400.00 as calculated by using the estimated acres determined by the Authorized Officer and the per acre costs listed in Section 41(G)(2)(a).
- (3) <u>SD-2</u> Notwithstanding the provisions of Section 15 of this contract, the Government shall assume all obligations for disposal or reduction of fire hazards created by Purchaser's operations on Government lands, except for burning, and mop-up assistance as required herein. In accordance with written instructions to be issued by the Authorized Officer at least ten (10) days in advance of earliest date of required performance, the Purchaser shall, under supervision of the Authorized Officer or designated representative, assist in preparing units for burning, mop-up, and patrol by furnishing, at the Purchaser's own expense, the services of personnel and equipment on each unit as shown below.
  - (a) In Units the Purchaser shall fall any trees or snags as determined by the Authorized Officer or designated representative to be hazardous for the prescribed burning operations. This work shall be completed within one (1) month of completion of yarding the unit.
  - (b) Burn and mop-up landings in accordance with Sections 41(G)(3)(b)(1) and (G)(3)(b)(2).
    - 1. Prescribed fire plans shall be prepared for hand pile burning activities to ensure that resource and fire management objectives are met by setting parameters under which the burning may take place. Prescribed burning within the harvest units will be conducted in a manner that will minimize damage to reserve trees, duff and soil, and to avoid loss of large, coarse woody debris and will be consistent with ecosystem management objectives.
    - 2. Piles will be burned in the fall/winter season after one or more inches of precipitation has occurred to reduce the potential for fire

spread and scorch and mortality to the residual trees and shrubs. Patrol and mop-up of burning piles will occur when needed to prevent escape. The timing of prescribed burns depends on these parameters and the availability of adequate fire suppression resources as a contingency plan in the event of escaped fire.

- 3. <u>For Igniting and Burning Piles in Units as directed by the</u> Authorized Officer and All Landings
  - a. One (1) person to supervise crew(s) and equipment operators, and to serve as Purchaser's representative. One (1) person shall meet the qualifications and fitness standards for Crew Boss (Single Resource) (CRWB) as shown on Exhibit S-310-1.
  - b. One (1) crew with ten (10 members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member. Crew members shall meet the qualifications and fitness standards for Firefighter (FFT2) as shown on Exhibit S-310-1. Crew Foreman shall meet the qualifications and fitness standards for Advanced Firefighter/Squad Boss (FFT1) as shown on Exhibit S-310-1.
  - c. Two (2) tank truck drivers. One (1) person assigned to each tank truck shall meet the qualifications and fitness standards for Engine Boss (Single Resource) (ENGN) as shown on Exhibit S-310-1.
  - d. Two (2) tank trucks. One truck shall have one thousand (1,000) gallons or more capacity and one (1) truck shall have five hundred (500) gallons acceptable to the Authorized Officer. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Tank(s) shall be filled with water.
  - e. Each tank truck shall have one thousand (1,000) feet of one and one-half (1½) inch hose and one thousand (1,000) feet of one (1) inch hose. Six (6) gated "Y" valves, six (6) one

and one-half (1½) to one (1) inch reducers, and six (6) combination fog and stream nozzles. All hose fittings shall match the couplings on the required hose. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended.

- f. Ten (10) drip torches, Forester Sealtite, or equivalent.
- g. Hand ignition with drip torches is required in Units described by the Authorized Officer, all ignition personnel will be directly supervised by a BLM representative.
- h. All crews shall arrive on the project area(s) with radios capable of inter-crew communications and communications with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
- i. All ignition personnel shall arrive at the project area(s) with the following personal protective equipment: minimum eight (8) inch top, laced, leather boots with lug soles, long sleeve Aramid shirts and full length Aramid trousers, leather gloves, fire shelter, hardhat with chin strap, goggles, and ear plugs.
- 4. Mop-up of All Hand Piles in Units described by the Authorized Officer. Mop-up of all Landing Piles. All mop-up personnel will be directly supervised by a BLM representative.
  - a. Foam will not be used within 150 feet of stream channels to control spread of prescribed fire.
  - b. One (1) person to supervise crew(s) and equipment operators, and to serve as Purchaser's representative. One (1) person shall meet the qualifications and fitness standards for Crew Boss (Single Resource) (CRWB) as shown on Exhibit S-310-1.
  - c. One (1) crew with ten (10 members per crew, including a designated crew foreman. Each crew shall be equipped with fuel, drip torches, shovels, pulaskis, one (1) power saw and one (1) backpack pump; one (1) tool for each crew member. Crew members shall meet the qualifications and fitness standards for Firefighter (FFT2) as shown on

Exhibit S-310-1. Crew Foreman shall meet the qualifications and fitness standards for Advanced Firefighter/Squad Boss (FFT1) as shown on Exhibit S-310-1.

- d. One (1) tank truck driver. One (1) person assigned to each tank truck shall meet the qualifications and fitness standards for Engine Boss (Single Resource) (ENGN) as shown on Exhibit S-310-1.
- e. One (1) tank truck. Each truck shall have one thousand (1,000) gallons or more capacity acceptable to the Authorized Officer. Each truck shall be equipped with a mounted pump conforming to the standards set forth in ORS 477.645 through ORS 477.670 and any rule promulgated pursuant to those statutes. Tank(s) shall be filled with water.
- f. Each tank truck shall have one thousand (1,000) feet of one and one-half (1½) inch hose and one thousand (1,000) feet of one (1) inch hose. Six (6) gated "Y" valves, six (6) one and one-half (1-½) to one (1) inch reducers, and six (6) combination fog and stream nozzles. All hose fittings shall match the couplings on the required hose. All hose couplings shall have the standard thread adopted by the State Fire Marshall pursuant to ORS 476.410 as amended.
- g. All crews shall arrive on the project area(s) with radios capable of inter-crew communications and communications with a BLM representative at a ratio of one (1) radio per every five (5) crew members.
- h. All mop-up personnel shall arrive at the project area(s) with the following personal protective equipment: minimum eight (8) inch top, laced, leather boots with lug soles, long sleeve Aramid shirts and full length Aramid trousers, leather gloves, fire shelter, hardhat with chin strap, goggles, and ear plugs.

Aircraft and pilots used for Logging Residue Reduction or the suppression of escaped fires from Logging Residue Reduction operations, shall be acquired from a list of aircraft and pilots approved (i.e., carded for these specific activities) by

### SAMPSON COVE TIMBER SALE SPECIAL PROVISIONS

the Office of Aircraft Services or the U.S. Forest Service. This list is available from BLM District Offices upon request.

All listed personnel shall meet the qualifications, physical fitness standards, and currency requirements shown on Exhibit S-310-1. All personnel shall arrive at the project area(s) with the following personal safety equipment: minimum eight (8) inch top, laced, leather boots with lug soles, long sleeve Aramid shirts and full length Aramid trousers, leather gloves, fire shelter, hardhat with chin strap, goggles, and ear plugs.

All crews shall arrive on the project area(s) equipped with radios capable of intercrew communications and communication with a BLM representative at the ratio of one (1) radio per every five (5) crew members.

All listed tools and equipment shall be in good usable condition. All power-driven equipment shall be fully fueled and available for immediate use. During periods of use under this subsection, the Purchaser shall provide fuel and maintenance for all such power-driven equipment.

Except as provided hereafter for fire escapement, the Purchaser shall continue the required assistance in mop-up on each unit to be burned as shown on Exhibit S as required in Section 41(G) for 750 work hours for each broadcast burn unit and 450 work hours for each piled unit and piled landing as directed by the Authorized Officer within a ten (10)-day period beginning 8:00 a.m. the day following completion of ignition in that unit or until released from such services by the Authorized Officer, whichever occurs first.

In the event of a fire escapement, Purchaser's personnel and equipment shall, under supervision of the Authorized Officer or designated representative, take action to suppress, including control and mop-up, the escaped fire until released from such service by the Government. If it becomes necessary to suppress a fire which escapes from the prescribed fire area for a period beyond midnight of ignition day, then the Government shall, at its option: (1) reimburse Purchaser for such additional use of personnel and equipment at wage rates shown in the current Administratively Determined Pay Rates for Western Area and at equipment rates shown in the current Oregon-Washington Interagency Fire Fighting Equipment Rental Rates schedule, until the Purchaser is released from such service by the Government, or (2) release the Purchaser from additional suppression work and assume responsibility for suppressing the escaped fire.

In situations where an escaped fire is controlled and contained by an adequate fire break (i.e., trail, road, stream, rock formation, etc.), the Government may permit the Purchaser to remove personnel for that day; provided that, all mop-up work on the escaped fire area is included with mop-up work on the prescribed fire area. In

### SAMPSON COVE TIMBER SALE SPECIAL PROVISIONS

such an event, the Purchaser must sign a statement of agreement to complete mop-up work on all escaped fire areas concurrently with mop-up work on the prescribed fire area.

In case of injury to personnel or damage to equipment furnished by the Purchaser as required by this subsection, liability shall be borne by the Purchaser, unless such injury or damage is caused by Government negligence.

Time is of the essence in complying with this provision. In the event the Purchaser fails to provide the personnel and equipment required herein, the Purchaser shall be responsible for all additional costs incurred by the Government in disposing of slash including but not limited to the wages and other costs of providing federal employees and others as substitute labor force, the cost of providing substitute equipment and appropriate additional overhead expenses. If the Purchaser's failure results in deferral of burning and new conditions necessitate additional site preparation work and/or use of additional personnel and equipment to accomplish planned burning, the Purchaser also shall be responsible for such additional costs.

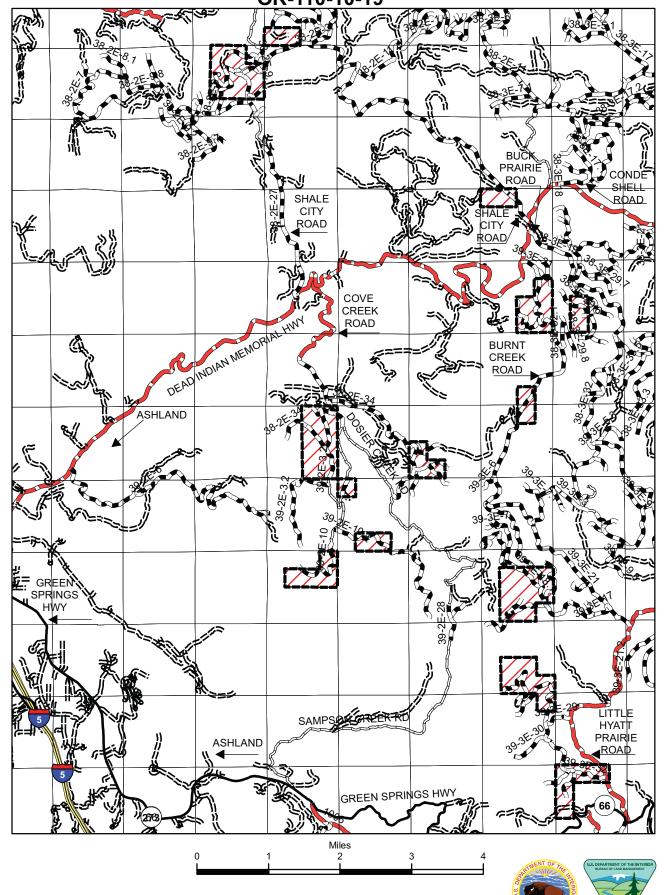
### (H) Quarry Development

The Purchaser shall develop a rock quarry in strict accordance with the plans and specifications shown on Exhibit C-9 which is attached hereto and made a part hereof. Exhibit C- contains 1 sheet.

#### (I) Equal Opportunity in Employment

Certification of Non-segregated Facilities attached hereto and made a part hereof.

### SAMPSON COVE TIMBER SALE LOCATION MAP OR-110-10-19



T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 1 OF 14

Legend								
Contract Boundary	New Road Construction							
→ Earth Berm Barricade	Contour 40'							
Guardrail Barricade	Cable							
● <b>●</b> Gate	Tractor							
Log Barricade	Administrative Reserve							
♦ Corners	Harvest units							
Gas Pipeline	Reserve Area							
Electrical Transmission Towers	Bureau of Land Management							
High Tension Power Line								
State Highway								
BLM Road								
County Road								
===== Unimproved Road	CTCOMMERCIAL THIN							
Private Road	REGENREGENERATION HARVEST							

TRACTOR YARD HARVEST UNITS UNITS BLUE MARKED FOR CUTTING 1-2A, 1-2B, 3-1, 3-2, 3-3, 3-4, 3-5, 9-3, 9-4, 11-1, 11-3, 15-2B, 15-3, 18-3, 19-1, 19-3, 29-1, 32-1, 32-2, 32-3A, 32-3B	372.00 AC.
TRACTOR YARD HARVEST UNITS UNITS ORANGED MARK FOR RESERVE 1-3, 9-2, 15-2A	24.00 AC.
CABLE YARD HARVEST UNITS UNITS MARKED BLUE FOR CUTTING 11-2A, 11-2B, 18-4, 19-2, 30-2, 30-4, 31-1	78.00 AC.
CABLE YARD HARVEST UNITS UNITS MARKED ORANGE FOR RESERVE 1-4	7.00 AC.
TOTAL	481.00 AC.
RESERVE AREA	1,839.00 AC.
TOTAL CONTRACT AREA	2,320.00 AC.

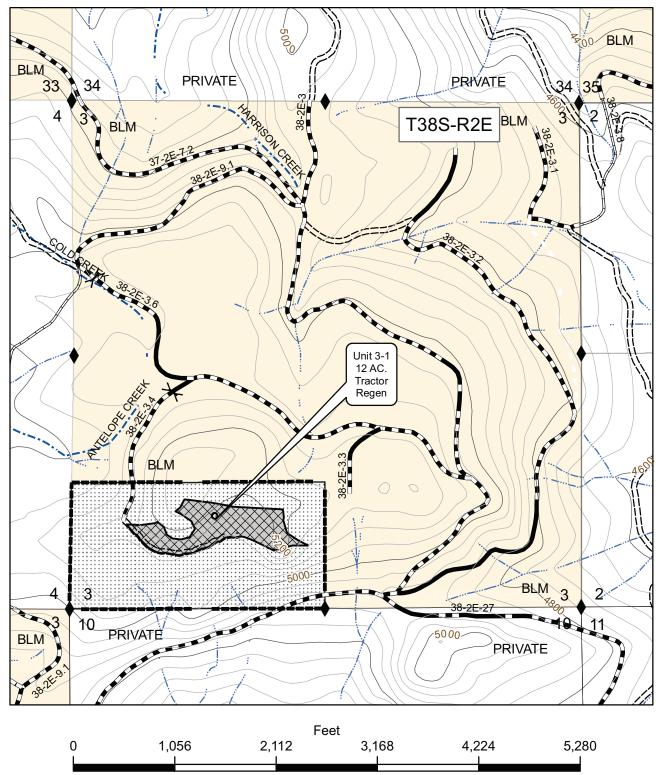
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 2 OF 14







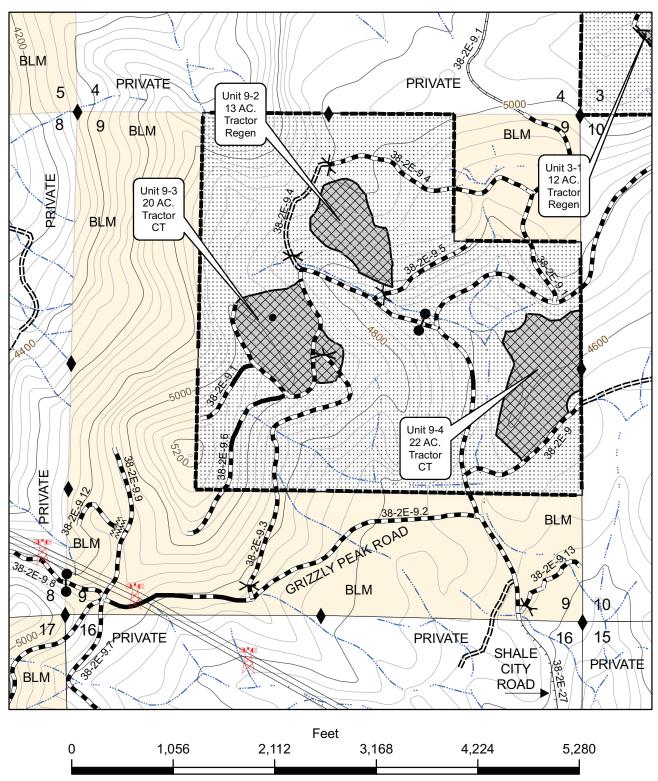
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 3 OF 14







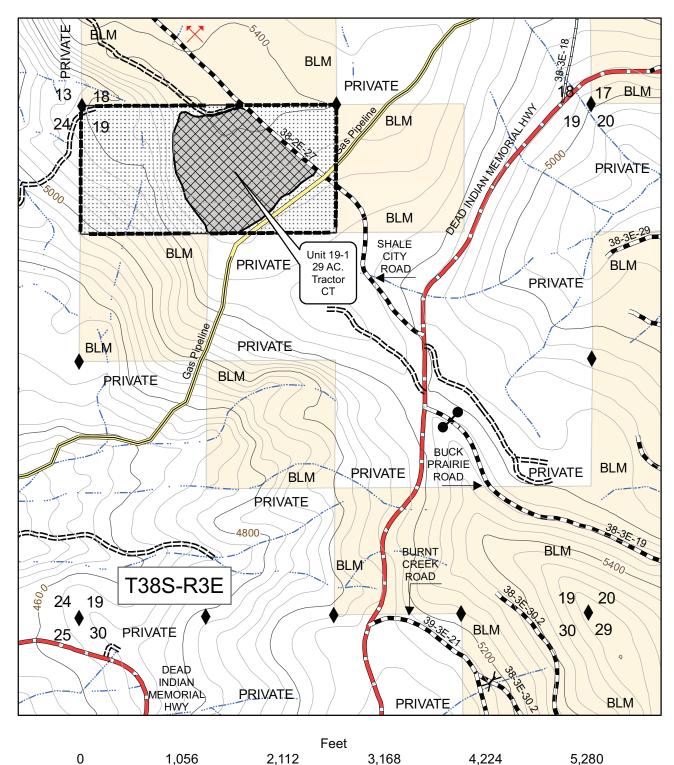
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 4 OF 14







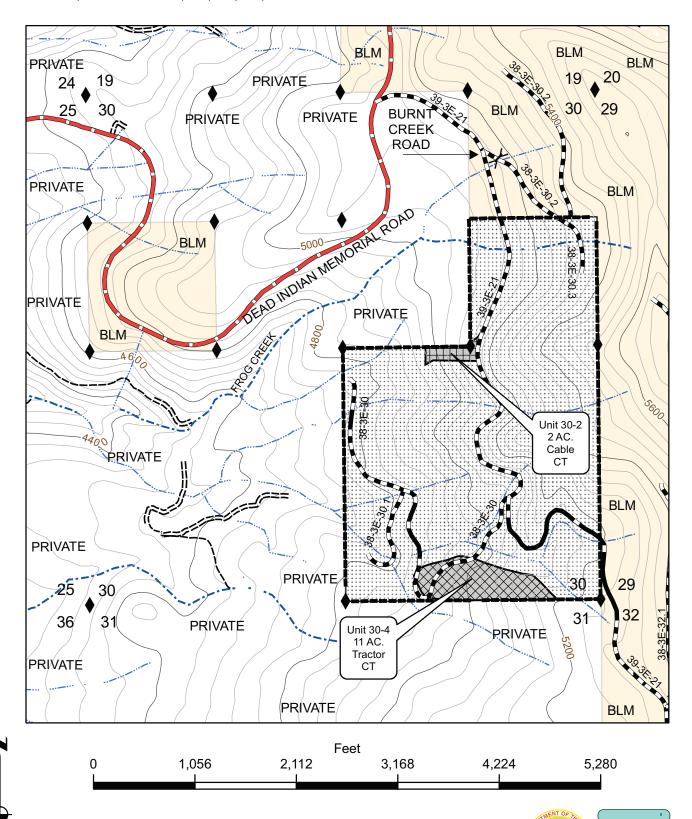
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 5 OF 14



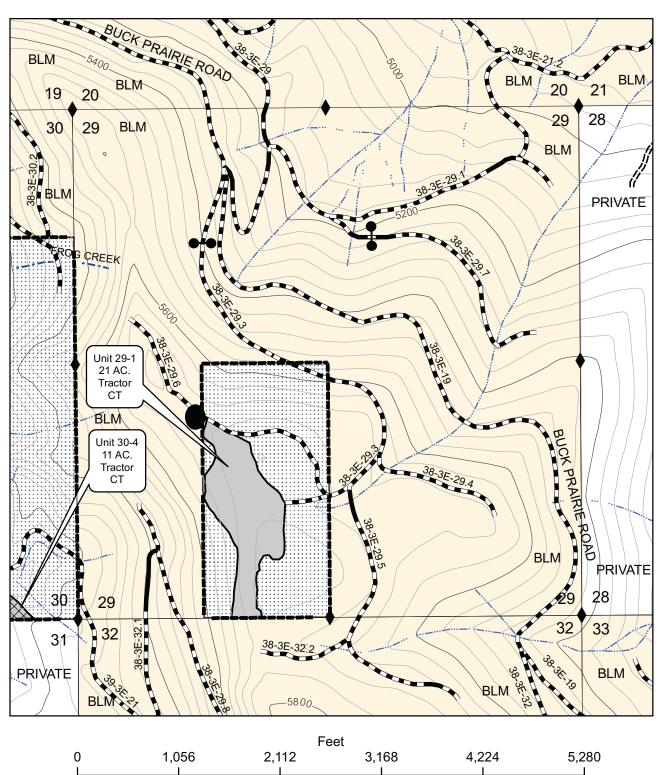
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 6 OF 14







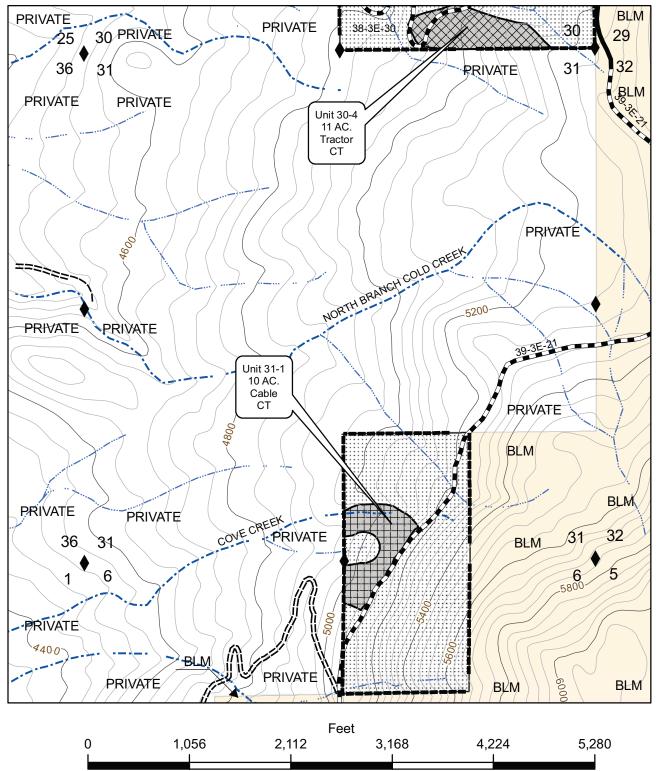
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 7 OF 14







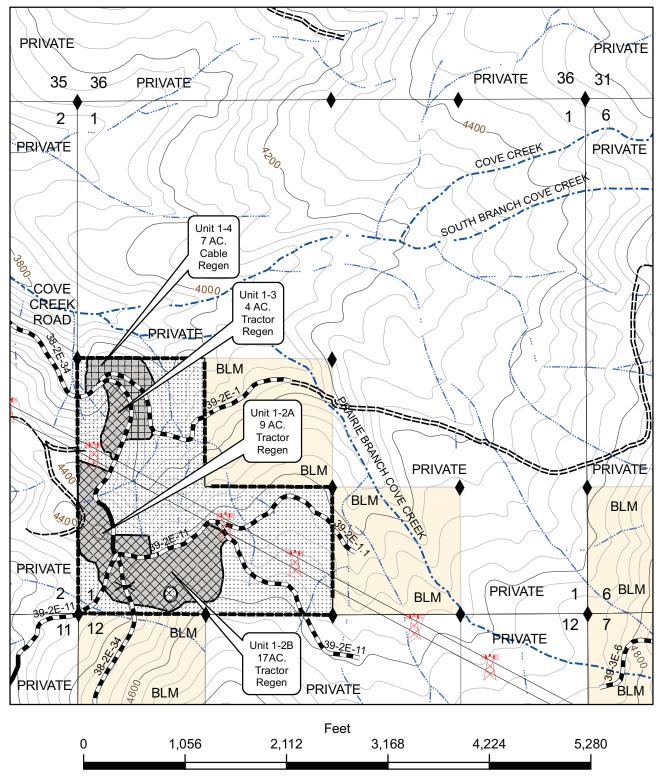
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 8 OF 14







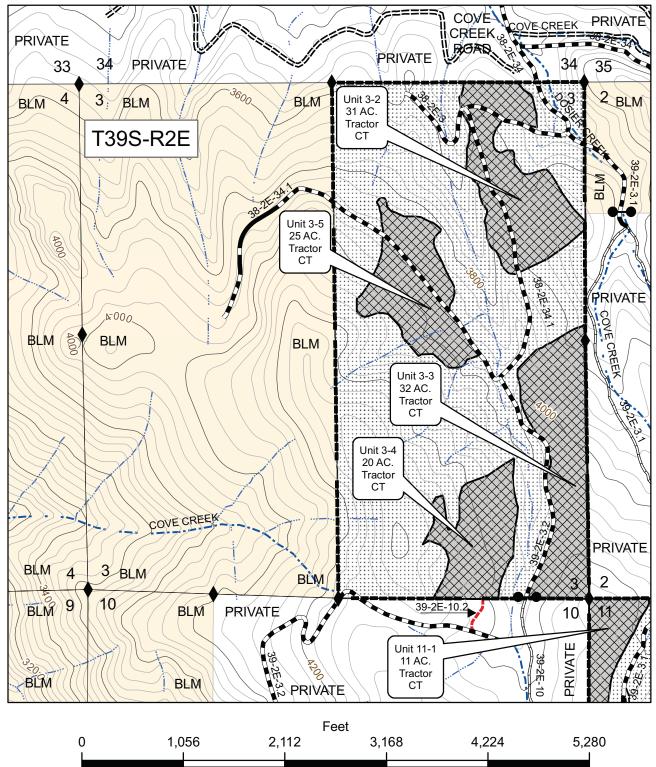
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 9 OF 14







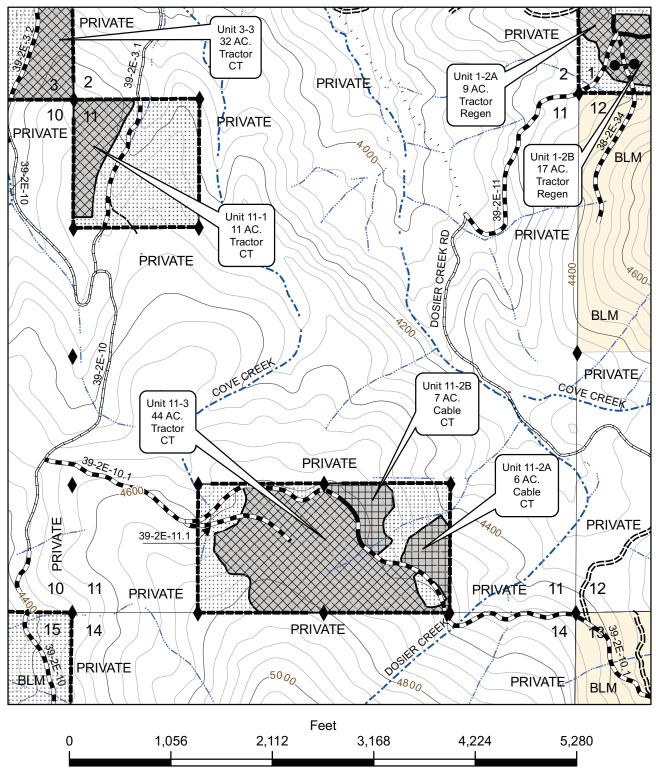
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 10 OF 14







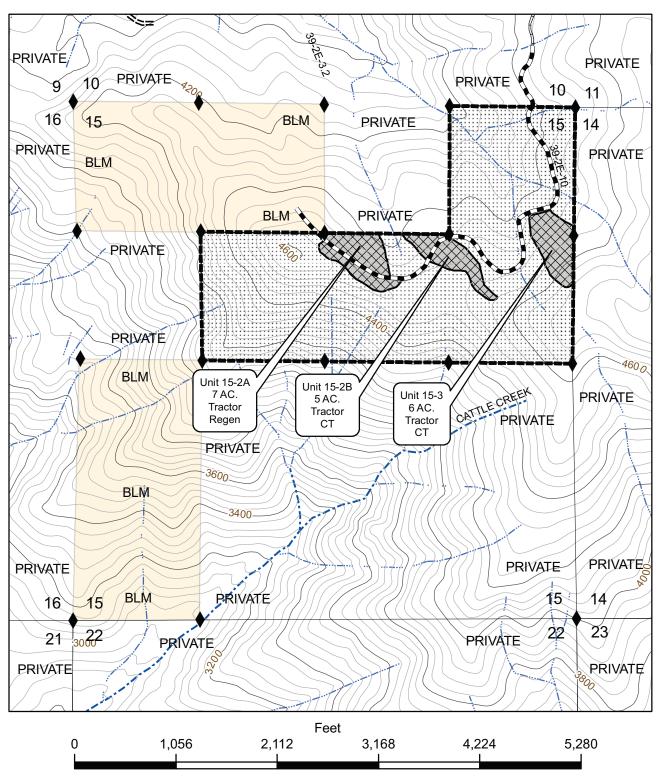
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 11 OF 14







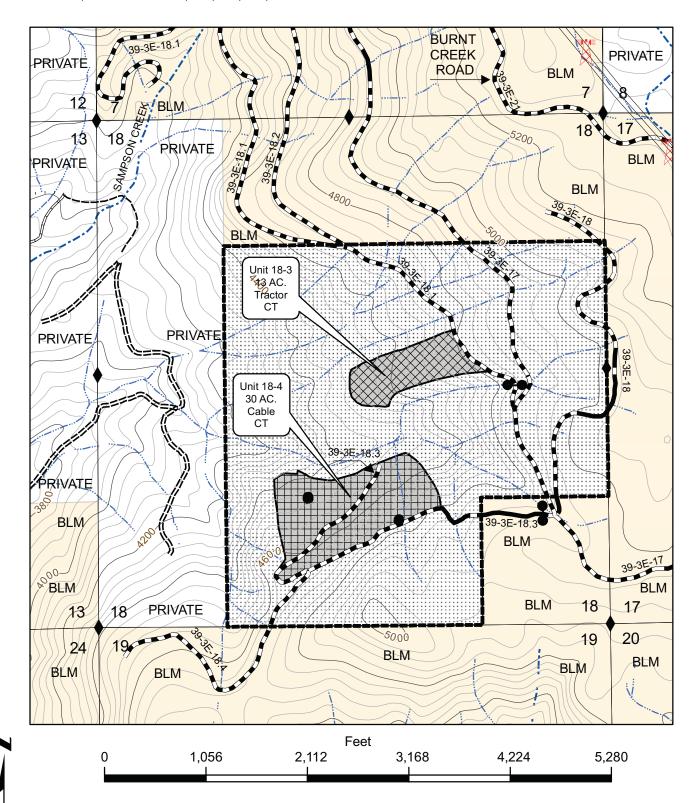
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 12 OF 14







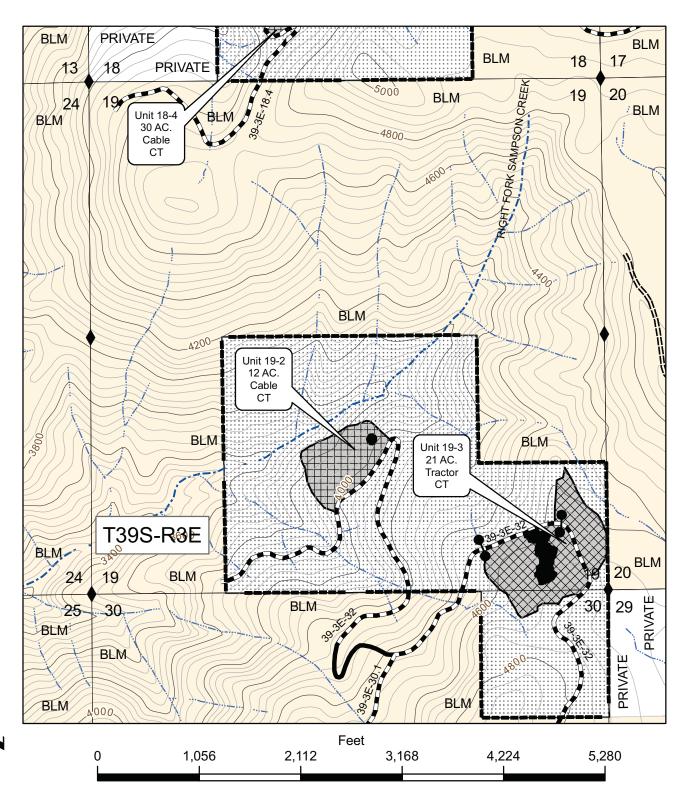
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 13 OF 14







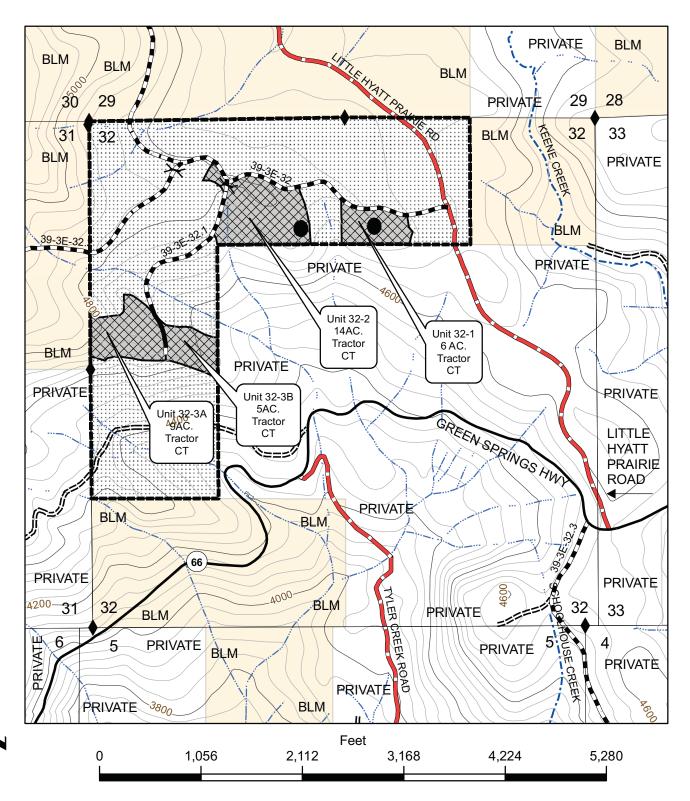
T.38S., R.2E. SEC. 3, 9

T.38S., R.3E. SEC. 19, 29, 30, 31

T.39S., R.2E. SEC. 1, 3, 11, 15

T.39S., R.3E. SEC. 6, 18, 19, 30, 32

TIMBER SALE CONTRACT MAP CONTRACT NO. OR-110-10-19 PAGE 14 OF 14









### **United States of America**

### **Department of the Interior**

### **Bureau Of Land Mana ement**

### **Timber Sale Appraisal**

**District**: Medford

Sale Name: Sampson Cove

**Sale Date:** 09/16/2010

**Appraisal Method:** 16' MBF

**Contract #:** TS 10-19

**Job File #:** M11214

Master Unit: Jackson

Plannin Unit: Ashland

### **Contents**

Timber Sale Summary	2
Stumpage Summary	4
Prospectus	5
Exhibit B	7
Volume Summary	14
Stump to Truck Costs	21
Other Allowances Costs	22
Consolidated Comments	23

### **Timber - Sale - Summary**

#### **Legal Description**

Forest Type	Township	Range	Section	Subdivision
O&C	38S	2E	3	S1/2 SW1/4.
O&C	38S	2E	9	W1/2 NE1/4, SE1/4 NE1/4, E1/2 NW1/4, NE1/4 SW1/4, N1/2 SE1/4
O&C	38S	3E	19	N1/2 NW1/4.
O&C	38S	3E	29	E1/2 SW1/4.
O&C	38S	3E	30	SE1/4 NE1/4, SE1/4
O&C	38S	3E	31	SW1/4 SE1/4.
O&C	39S	2E	1	NW1/4 SW1/4, S1/2 SW1/4.
O&C	39S	2E	3	E1/2.
O&C	39S	2E	11	NW1/4 NW1/4, SE1/4 SW1/4, SW1/4 SE1/4
O&C	39S	2E	15	NE1/4 NE1/4, S1/2 NE1/4, SE1/4 NW1/4.
O&C	39S	3E	6	NW1/4 NE1/4.
O&C	39S	3E	18	S1/2 NE1/4, SE1/4 NW14, E1/2 SW1/4, N1/2 SE1/4, SW1/4 SE1/4.
O&C	39S	3E	19	E1/2 SW1/4, NW1/4 SE1/4, S1/2 SE1/4.
O&C	39S	3E	30	NE1/4 NE1/4.
O&C	39S	3E	32	NW1/4 NE1/4, N1/2 NW1/4, SW1/4 NW1/4, NW SW1/4.

### **Cutting Volume (16' MBF)**

Unit	DF	WF	PP	IC			Total	Regen	Partial	ROW
1-2A	135	11	4	2			152		9	
1-2B	69	56					125		17	
1-3	29	2					31		4	
1-4	29	28	1				58		7	
11-1	22		3				25		11	
11-2A	72	7	2				81		6	
11-2B	29	4	5				38		7	
11-3	142	66	3	5			216		44	
15-2A	80						80		7	
15-2B	37		1				38		5	
15-3	30	6					36		6	
18-3	57	2	3	1			63		13	
18-4	78	37					115		30	
19-1	1	88					89		29	
19-2	87	1	1				89		12	
19-3	50	24	1				75		21	
29-1		102					102		21	
3-1	92	15					107		12	
3-2	131		2				133		31	
3-3	205	4	2				211		32	
3-4	93	2	1				96		20	
3-5	104						104		25	
30-2	5	6					11		2	
30-4	11	22		1			34		11	
31-1	14	28					42		10	
32-1	36	13	2				51		6	
32-2	43	7	6	2			58		14	
32-3A	45	8					53		9	
32-3B	28	5					33		5	
9-2	64	50	1				115		13	
9-3	53	21					74		20	
9-4	73	8	2				83		22	
Totals	1,944	623	40	11			2,618	0	481	0

Printed: 8/12/2010 2:43:12PM Page 2 of 23

Logging Costs per 16' MB	BF	Profit Risk				
Stump to Truck Transportation	\$ 145.00 \$ 57.99	Total Profit & Risk Basic Profit & Risk 7 % + Additional R	7 %			
Road Construction	\$ 9.47	Back Off	0 %			
Road Amortization	\$ 0.00	Tract Features				
Road Maintenance	\$ 7.06	A I D1 f 71 l-f	All : 69 bf			
Other Allowances:		Avg Log Douglas-fir: 71 bf  Recovery Douglas-fir: 89 %	All : 88 %			
Fuels Treatment	\$32.62	Salvage Douglas-fir: 0 %	All: 0 %			
	\$0.18		All . 0 /0			
Misc	\$2.50	Avg Volume ( 16' MBF per Acre)	5			
Other Costs  Total Other Allowances:	\$ 35.30	Avg Yarding Slope	0 %			
Total Other Allowances :	\$ 33.30	Avg Yarding Distance (feet)	0 80			
		Avg Age Volume Cable	18 %			
		Volume Caole Volume Ground	82 %			
		Volume Aerial	0 %			
		Road Construction Stations	0.00			
		Road Improvement Stations	0.00			
		Road Renovation Stations	0.00			
		Road Decomission Stations  Cruise	0.00			
		Cruised By Date	Aaron Worman 06/01/2010			
TALL CALLUMBE	© 254.01	Type of Cruise	3-P			
Total Logging Costs per 16' MBF	\$ 254.81	County, State	Jackson, OR			
Utilization Centers Center #1: White City	41 Miles	Net Volume				
Center #2	0 Miles	Green (16' MBF)	2618			
Weighted distance to Utilization Centers	41	Salvage (16' MBF)	0.00			
Len th of Contract						
Cutting and Removal Time	36 Months	Douglas-fir Peeler	19.00			
Personal Property Removal Time	6 Months	Export Volume	0			
		Scaling Allowance (\$0.75 per 16' MBF)	\$1,963.50			

Printed: 8/12/2010 2:43:12PM Page 3 of 23

# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT Stumpage Summary

#### **Stumpage Computation** (16' MBF)

Species	Trees	Net Volume	Pond Value	(-) Profit Risk	(-) Log ing Cost	(+) Marginal Log Value	(-) Back Off	Appraised Price	Appraised Value
DF	9,760	1,944	406.51	28.46	254.81	0.27		123.50	240,084.00
WF	4,327	623	342.79	24.00	254.81			64.00	39,872.00
PP	287	40	264.99	18.55	254.81			26.50	1,060.00
IC	234	11	474.56	33.22	254.81			186.50	2,051.50
Totals	14,608	2,618							\$ 283,067.50

### **Log Code by Percent**

Species	Code #1	Code #2	Code #3	Code #4	Code #5	Code #6
Douglas-fir			1.0	54.0	38.0	8.0
White Fir				53.0	35.0	12.0
Ponderosa Pine				33.0	54.0	13.0
Incense-cedar						100.0

### Marginal Log Volume

Species	Grade #7	Grade #8
Douglas-fir	40	22
White Fir		
Ponderosa Pine		
Incense-cedar		

Appraised By :Worman, AaronDate :07/21/2010Area Approval By :Worman, AaronDate :07/21/2010

District Approval By: Date:

Printed: 8/12/2010 2:43:12PM Page 4 of 23

### **Prospectus**

### **Appraisal Method:** (16' MBF)

g .	<b>T</b>	Net Volume	Net Volume	Net Volume
Species	Trees	16' MBF	32' MBF	CCF
Douglas-fir	9,760	1,944	1,566	3,404
White Fir	4,327	623	501	1,119
Ponderosa Pine	287	40	33	72
Incense-cedar	234	11	9	23
Total	14,608	2,618	2,109	4,618

#### **All Species**

Gross	Number	Avg bf Volume	DBH	Gross Merch	Merch	Avg bf Gross
Volume	Trees	Per Tree		Volume	Logs	Merch Log
2,967	14,608	203	15.5	2,896	42,258	69

Merch	Cull	Total	Logs per	Net	Gross	Recovery
Logs	Logs	Logs	Tree	Volume	Volume	
42,258	2,165	44,423	3	2,618	2,967	88 %

#### Dou las-fir

Gross Volume	Number Trees	Avg bf Volume Per Tree	DBH	Gross Merch Volume	Merch Logs	Avg bf Gross Merch Log
2,186	9,760	223	16.0	2,141	30,306	71

Merch	Cull	Total	Logs per	Net	Gross	Recovery
Logs	Logs	Logs	Tree	Volume	Volume	
30,306	1,409	31,715	3	1,944	2,186	89 %

Printed: 8/12/2010 2:43:12PM Page 5 of 23

### **Cutting Areas**

***	Regen	Partial Cut	Right Of Way	Total
Unit	Acres	Acres	Acres	Acres
1-2A		9		9
1-2B		17		17
1-3		4		4
1-4		7		7
11-1		11		11
11-2A		6		6
11-2B		7		7
11-3		44		44
15-2A		7		7
15-2B		5		5
15-3		6		6
18-3		13		13
18-4		30		30
19-1		29		29
19-2		12		12
19-3		21		21
29-1		21		21
3-1		12		12
3-2		31		31
3-3		32		32
3-4		20		20
3-5		25		25
30-2		2		2
30-4		11		11
31-1		10		10
32-1		6		6
32-2		14		14
32-3A	1	9		9
32-3B		5		5
9-2	1	13		13
9-3		20		20
9-4		22		22
Totals:		481		481

Printed: 8/12/2010 2:43:12PM Page 6 of 23

#### Exhibit B

The following estimates and calculations of timber sold are made solely as an administrative aid for determining: (1) Adjustments made or credits given in accordance with Sections 6, 9, or 11; (2) When payments are due; and (3) Value of timber subject to any special bonding provisions. The value of timber will be determined by multiplying the value per acre as shown below, times the amount of acreage as determined by the authorized officer, which has been cut or removed or designated for taking.

Except provided in Section 2, Purchaser shall be liable for the total purchase price even though the quantity of timber actually cut or removed or designated for taking is less than the estimated volume or quantity shown. Cutting areas are shown on the Exhibit A.

#### Sale Totals (16' MBF)

Species	Net Volume	Bid Price	Sale SubTotal
Douglas-fir	1,944		
White Fir	623		
Ponderosa Pine	40		
Incense-cedar	11		
Sale Totals	2,618		

#### Unit Details (16' MB)

Unit 11-1

11 Acres

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	22		
Ponderosa Pine	3		
White Fir			
Unit Totals	25		

Unit 11-2A

6 Acres

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	72		
Incense-cedar			
Ponderosa Pine	2		
White Fir	7		
Unit Totals	81		

Printed: 8/12/2010 2:43:12PM Page 7 of 23

Unit 11-2B

7 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	29		
Ponderosa Pine	5		
White Fir	4		
Unit Totals	38		

Unit 11-3

44 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	142		
Incense-cedar	5		
Ponderosa Pine	3		
White Fir	66		
Unit Totals	216		

Unit 1-2A

9 Acres

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	135		
Incense-cedar	2		
Ponderosa Pine	4		
White Fir	11		
Unit Totals	152		

Unit 1-2B

17 Acres

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	69		
White Fir	56		
Unit Totals	125		

Unit 1-3

4 Acres

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	29		
White Fir	2		
Unit Totals	31		

Printed: 8/12/2010 2:43:12PM Page 8 of 23

Unit 1-4 7 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	29		
Ponderosa Pine	1		
White Fir	28		
Unit Totals	58		

Unit 15-2A 7 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	80		
Unit Totals	80		

Unit 15-2B 5 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	37		
Ponderosa Pine	1		
Unit Totals	38		

Unit 15-3 6 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	30		
White Fir	6		
Unit Totals	36		

Unit 18-3 13 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	57		
Incense-cedar	1		
Ponderosa Pine	3		
White Fir	2		
Unit Totals	63		

Unit 18-4 30 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	78		
Incense-cedar			
White Fir	37		
Unit Totals	115		

Printed: 8/12/2010 2:43:12PM Page 9 of 23

Unit 19-1 29 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	1		
Incense-cedar			
White Fir	88		
Unit Totals	89		

Unit 19-2 12 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	87		
Incense-cedar			
Ponderosa Pine	1		
White Fir	1		
Unit Totals	89		

Unit 19-3 21 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	50		
Ponderosa Pine	1		
White Fir	24		
Unit Totals	75		

Unit 29-1 21 Acres Value per Acre : \$0.00

Species	Net Volume	Bid Price	Species Value
White Fir	102		
Unit Totals	102		

Unit 30-2 2 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	5		
White Fir	6		
Unit Totals	11		

Unit 30-4 11 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	11		
Incense-cedar	1		
White Fir	22		
Unit Totals	34		

Printed: 8/12/2010 2:43:12PM Page 10 of 23

Unit 3-1

12 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	92		
Incense-cedar			
White Fir	15		
Unit Totals	107		

Unit 31-1

10 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	14		
White Fir	28		
Unit Totals	42		

Unit 3-2

31 Acres Value pe

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	131		
Ponderosa Pine	2		
White Fir			
Unit Totals	133		

Unit 32-1

6 Acres

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	36		
Ponderosa Pine	2		
White Fir	13		
Unit Totals	51		

Unit 32-2

14 Acres

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	43		
Incense-cedar	2		
Ponderosa Pine	6		
White Fir	7		
Unit Totals	58		

Printed: 8/12/2010 2:43:12PM Page 11 of 23

**Unit** 32-3A

9 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	45		
Ponderosa Pine			
White Fir	8		
Unit Totals	53		

Unit 32-3B

5 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	28		
Ponderosa Pine			
White Fir	5		
Unit Totals	33		

Unit 3-3

32 Acres

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	205		
Ponderosa Pine	2		
White Fir	4		
Unit Totals	211		

Unit 3-4

20 Acres

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	93		
Incense-cedar			
Ponderosa Pine	1		
White Fir	2		
Unit Totals	96		

Unit 3-5

25 Acres

Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	104		
White Fir			
Unit Totals	104		

Printed: 8/12/2010 2:43:12PM Page 12 of 23

#### Unit 9-2 13 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	64		
Incense-cedar			
Ponderosa Pine	1		
White Fir	50		
Unit Totals	115		

Unit 9-3 20 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	53		
White Fir	21		
Unit Totals	74		

Unit 9-4 22 Acres Value per Acre: \$0.00

Species	Net Volume	Bid Price	Species Value
Douglas-fir	73		
Incense-cedar			
Ponderosa Pine	2		
White Fir	8		
Unit Totals	83		

Printed: 8/12/2010 2:43:12PM Page 13 of 23

#### **Sale Volume Totals**

481 Acres	0 Re en	481 Partial	0 R/W	32 Units
-----------	---------	-------------	-------	----------

SpeciesName	# of Trees	Merch Logs	Cull Logs	16' MBF Net	16' MBF GM	16' MBF Gross	32' MBF Net	32' MBF GM	32' MBF Gross	CCF Net	CCF GM	CCF Gross
Douglas-fir	9,760	30,306	1,409	1,944	2,141	2,186	1,566	1,726	1,762	3,404	3,763	3,853
White Fir	4,327	10,835	664	623	698	722	501	559	577	1,119	1,255	1,297
Ponderosa Pine	287	747	92	40	46	48	33	37	39	72	83	88
Incense-cedar	234	370		11	11	11	9	10	10	23	25	25
Totals	14,608	42,258	2,165	2,618	2,896	2,967	2,109	2,332	2,388	4,618	5,126	5,263

### **Unit Totals**

Unit: 1-2A	9 Acres	0 Regen	9 Partial	0 R/W

SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	533	2,115	98	153	149	135
White Fir	100	191	12	13	12	11
Ponderosa Pine	31	76	9	5	5	4
Incense-cedar	37	60		2	2	2
Unit Totals	701	2,442	119	173	168	152

Unit: 1-2B 17 Acres 0 Regen 17 Partial 0 R/W

SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	236	1,074	50	77	76	69
White Fir	448	970	59	65	63	56
Unit Totals	684	2,044	109	142	139	125

Unit: 1-3 4 Acres 0 Regen 4 Partial 0 R/W

SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	146	457	21	33	32	29
White Fir	17	27	2	2	2	2
Unit Totals	163	484	23	35	34	31

Unit: 1-4	7 Acres	0 Regen	7 Partial	0 R/W

SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	219	446	21	32	32	29
White Fir	226	490	30	33	32	28

Printed: 8/12/2010 2:43:12PM Page 14 of 23

Ponderosa Pine	5	11	1	1	1	1
Unit Totals	450	947	52	66	65	58

U	nit: 11-1	11 Acre	s	0 Reg	en	11 Partial	0 R/W
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
	Douglas-fir	153	347	16	25	25	22
	Ponderosa Pine	26	55	7	4	3	3
	White Fir	2	4				
	Unit Totals	181	406	23	29	28	25

Unit: 11-2A	6 Acre	s	0 Reg	en	6 Partial	0 R/W
SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	314	1,128	52	81	80	72
White Fir	68	127	8	8	8	7
Ponderosa Pine	9	32	4	2	2	2
Incense-cedar	3	7				
Unit Totals	394	1,294	64	91	90	81

Uı	nit: 11-2B	7 Acres		0 Reg	en	7 Partial	0 R/W	
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net	
	Douglas-fir	138	448	21	32	32	29	
	Ponderosa Pine	37	100	12	6	6	5	
	White Fir	43	75	5	5	5	4	
	Unit Totals	218	623	38	43	43	38	

Jnit: 11-3	44 Acre	S	0 Reg	en	44 Partial	0 R/W
SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	538	2,147	98	158	152	142
White Fir	417	1,148	70	76	74	66
Incense-cedar	99	164		5	5	5
Ponderosa Pine	13	57	7	4	4	3
Unit Totals	1,067	3,516	175	243	235	216

U	nit: 15-2A	7 Acre	s	0 Reg	en	7 Partial	0 R/W
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
	Douglas-fir	141	1,245	58	90	88	80
	Unit Totals	141	1,245	58	90	88	80

Printed: 8/12/2010 2:43:12PM Page 15 of 23

U	nit: 15-2B	5 Acres		0 Regen		5 Partial	0 R/W
		# of	Merch	Cull	16' MBF	16' MBF	16' MBF
	SpeciesName	Trees	Lo s	Logs	Gross	GM	Net
	Douglas-fir	260	582	27	42	41	37
	Ponderosa Pine	6	20	3	1	1	1
	Unit Totals	266	602	30	43	42	38

U	nit: 15-3	6 Acre	s	0 Reg	en	6 Partial	0 R/W
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
	Douglas-fir	153	467	22	34	33	30
	White Fir	62	112	7	7	7	6
	Unit Totals	215	579	29	41	40	36

Unit: 18-3	13 Acre	s	0 Reg	en	13 Partial	0 R/W
SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	355	893	42	64	63	57
Ponderosa Pine	26	60	7	4	4	3
White Fir	19	32	2	2	2	2
Incense-cedar	24	30		1	1	1
Unit Totals	424	1,015	51	71	70	63

U	nit: 18-4	30 Acre	S	0 Reg	en	30 Partial	0 R/W
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
	Douglas-fir	408	1,216	57	88	86	78
	White Fir	371	633	39	42	41	37
ſ	Incense-cedar	4	3				
ſ	Unit Totals	783	1,852	96	130	127	115

Unit: 19-1	29 Acre	es	0 Reg	en	29 Partial	0 R/W
SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
White Fir	478	1,523	93	101	98	88
Douglas-fir	5	11	1	1	1	1
Incense-cedar	3	5				
Unit Totals	486	1,539	94	102	99	89

U	nit: 19-2	12 Acre	S	0 Reg	en	12 Partial	0 R/W
		# of	Merch	Cull	16' MBF	16' MBF	16' MBF
	SpeciesName	Trees	Lo s	Logs	Gross	GM	Net
	Douglas-fir	416	1,365	63	98	96	87

Printed: 8/12/2010 2:43:12PM Page 16 of 23

Ponderosa Pine	8	25	3	2	2	1
White Fir	12	23	1	2	1	1
Incense-cedar	1	2				
Unit Totals	437	1,415	67	102	99	89

Unit: 19-3 21 Acres U Regen 21 Partial U R/	Unit: 19-3	21 Acres	0 Regen	21 Partial	0 R/W
---	------------	----------	---------	------------	-------

	# of	Merch	Cull	16' MBF	16' MBF	16' MBF
SpeciesName	Trees	Lo s	Logs	Gross	GM	Net
Douglas-fir	237	782	36	56	55	50
White Fir	196	419	26	28	27	24
Ponderosa Pine	6	17	2	1	1	1
Unit Totals	439	1,218	64	85	83	75

Unit: 29-1 21 Acres 0 Regen 21 Partial 0 R/W

SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
White Fir	403	1,771	108	118	114	102
Unit Totals	403	1,771	108	118	114	102

Unit: 3-1 12 Acres 0 Regen 12 Partial 0 R/W

SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	161	1,443	67	104	102	92
White Fir	92	263	16	18	17	15
Incense-cedar	1	4				
Unit Totals	254	1,710	83	122	119	107

Unit: 3-2 31 Acres 0 Regen 31 Partial 0 R/W

SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	864	2,042	95	147	144	131
Ponderosa Pine	12	31	4	2	2	2
White Fir	1	1				
Unit Totals	877	2,074	99	149	146	133

Unit: 3-3 32 Acres 0 Regen 32 Partial 0 R/W

SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	1,535	3,206	149	231	227	205
White Fir	40	77	5	5	5	4
Ponderosa Pine	22	38	5	2	2	2
Unit Totals	1,597	3,321	159	238	234	211

Printed: 8/12/2010 2:43:12PM Page 17 of 23

Unit: 3-4	20 Acres		0 Regen		20 Partial	0 R/W	
SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net	
Douglas-fir	630	1,453	68	105	103	93	
White Fir	17	31	2	2	2	2	
Ponderosa Pine	9	16	2	1	1	1	
Incense-cedar	4	6					
Unit Totals	660	1,506	72	108	106	96	

U	nit: 3-5	25 Acres		0 Regen		25 Partial	0 R/W
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
	Douglas-fir	456	1,628	76	117	115	104
	White Fir	1	1				
	Unit Totals	457	1,629	76	117	115	104

UI	nt: 30-2	2 Acres		0 Regen		2 Partial	U R/W
ſ		# of	Merch	Cull	16' MBF	16' MBF	16' MBF
L	SpeciesName	Trees	Lo s	Logs	Gross	GM	Net
	White Fir	58	103	6	7	7	6
	Douglas-fir	39	76	4	5	5	5
	Unit Totals	97	179	10	12	12	11

U	nit: 30-4	11 Acres		0 Regen		11 Partial	0 R/W
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
	White Fir	207	387	24	26	25	22
	Douglas-fir	79	169	8	12	12	11
	Incense-cedar	14	22		1	1	1
	Unit Totals	300	578	32	39	38	34

Unit: 31-1	10 Acres		0 Regen		10 Partial	0 R/W
	# of	Merch	Cull	16' MBF	16' MBF	16' MBF
SpeciesName	Trees	Lo s	Logs	Gross	GM	Net
White Fir	165	488	30	32	31	28
Douglas-fir	59	227	11	16	16	14
Unit Totals	224	715	41	48	47	42

U	nit: 32-1	6 Acres		0 Regen		6 Partial	0 R/W
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
	Douglas-fir	189	569	26	41	40	36
	White Fir	129	224	14	15	14	13

Printed: 8/12/2010 2:43:12PM Page 18 of 23

Ponderosa Pine	16	40	5	3	2	2
Unit Totals	334	833	45	59	56	51

U	nit: 32-2	14 Acres		0 Regen		14 Partial	0 R/W
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
	Douglas-fir	305	665	31	48	47	43
	Ponderosa Pine	40	117	15	7	7	6
	White Fir	58	113	7	8	7	7
	Incense-cedar	38	59		2	2	2
	Unit Totals	441	954	53	65	63	58

Un	nit: 32-3A	9 Acres		0 Regen		9 Partial	0 R/W
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
	Douglas-fir	192	708	33	51	50	45
ſ	White Fir	65	142	9	9	9	8
Γ	Ponderosa Pine	1	3				
	Unit Totals	258	853	42	60	59	53

Uı	nit: 32-3B	5 Acres		0 Regen		5 Partial	0 R/W
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
	Douglas-fir	162	444	21	32	31	28
	White Fir	32	86	5	6	6	5
ſ	Ponderosa Pine	1	2				
	Unit Totals	195	532	26	38	37	33

nit: 9-2	13 Acres		0 Regen		13 Partial	0 R/W
SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	396	995	46	72	70	64
White Fir	459	869	53	58	56	50
Ponderosa Pine	8	14	2	1	1	1
Incense-cedar	1	1				
Unit Totals	864	1,879	101	131	127	115

U	nit: 9-3	20 Acres		0 Regen		20 Partial	0 R/W
	SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
	Douglas-fir	88	822	38	59	58	53
	White Fir	77	369	23	25	24	21

Printed: 8/12/2010 2:43:12PM Page 19 of 23

#### Medford Sampson Cove TS 10-19

#### **UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT**

**Unit Totals** 165 1,191 61 84 82 74

U	nit: 9-4	22 Acre	es	0 Reg	en	22 Partial	0 R/W
		# of	Merch	Cull	16' MBF	16' MBF	16' MBF

SpeciesName	# of Trees	Merch Lo s	Cull Logs	16' MBF Gross	16' MBF GM	16' MBF Net
Douglas-fir	353	1,136	53	82	80	73
White Fir	64	136	8	9	9	8
Ponderosa Pine	11	33	4	2	2	2
Incense-cedar	5	7				
Unit Totals	433	1,312	65	93	91	83

Printed: 8/12/2010 2:43:12PM Page 20 of 23

### UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT Stump to Truck Costs

#### Total (16' MBF)

Total Stump to	Net	Cost / Net
Truck Costs	Volume	Volume
\$379,609.90	2,618	\$145.00

#### Detail

#### arding Loading

arding System	Unit Of Measure	Units	Cost / Unit	Total Cost
Med Twr=40-70	mbf	521	\$180.65	\$94,118.65
Track Skidder	mbf	2,375	\$117.47	\$278,991.25
Subtotal				\$373,109.90

#### **Other Costs**

Explanation	Unit Of Measure	Units	Cost / Unit	Total Cost
Barracades	Hour	4	\$75.00	\$300.00
Subtotal				\$300.00

#### **Additional Move-Ins**

Equipment	# Move-In	Cost / Move In	Total Cost
Yarder / Loader	8	\$550.00	\$4,400.00
Dozer	4	\$450.00	\$1,800.00
Subtotal			\$6,200.00

Printed: 8/12/2010 2:43:12PM Page 21 of 23

#### UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

#### **Other Allowances Costs**

#### Total (16' MBF)

Total Other	Net	Cost / Net	Total Buy Out
Allowances Costs	Volume	Volume *	Cost
\$92,409.30	2,618	\$35.30	

#### **Fuels Treatment**

#### Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Hand Pile, Cvr - Level 2	76,600.00	29.26	N	0.00
Hand Pile Brn-Level 2	8,800.00	3.36	N	0.00
Subtotal	85,400.00	32.62		0.00

Misc

#### Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Directional Falling	469.30	0.18		0.00
Subtotal	469.30	0.18		0.00

#### Other Costs

#### Detail (16' MBF)

Cost Item	Total Cost	Cost / Net Vol *	Buy Out	Buy Out Cost
Skid Location	640.00	0.24		0.00
Skid Construction	1,500.00	0.57	N	0.00
Waterbar Skids	1,500.00	0.57	N	0.00
Landing Construction	1,650.00	0.63	N	0.00
Landing Clean up	750.00	0.29	N	0.00
Equipment Washing	200.00	0.08	N	0.00
Barricades	300.00	0.11	N	0.00
Subtotal	6,540.00	2.50		0.00

<sup>\*</sup> Cost / Net Volume has been rounded to the nearest \$0.01 Subtotals may not tie to Sale Total Cost / Net Volume.

Printed: 8/12/2010 2:43:12PM Page 22 of 23

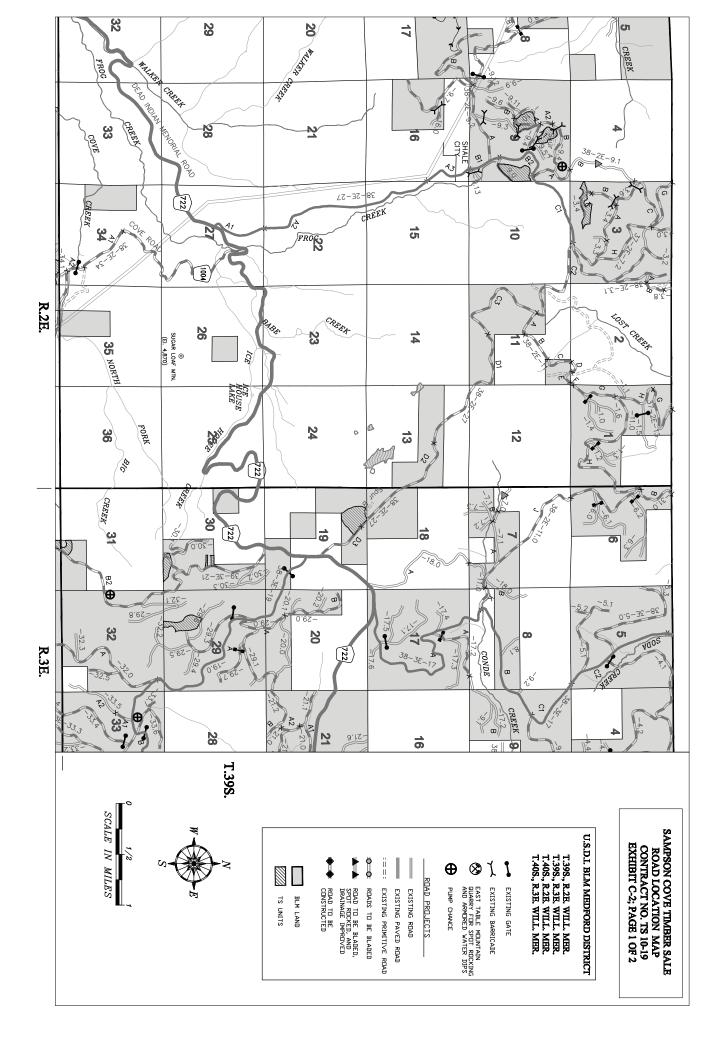
### UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT Consolidated Comments

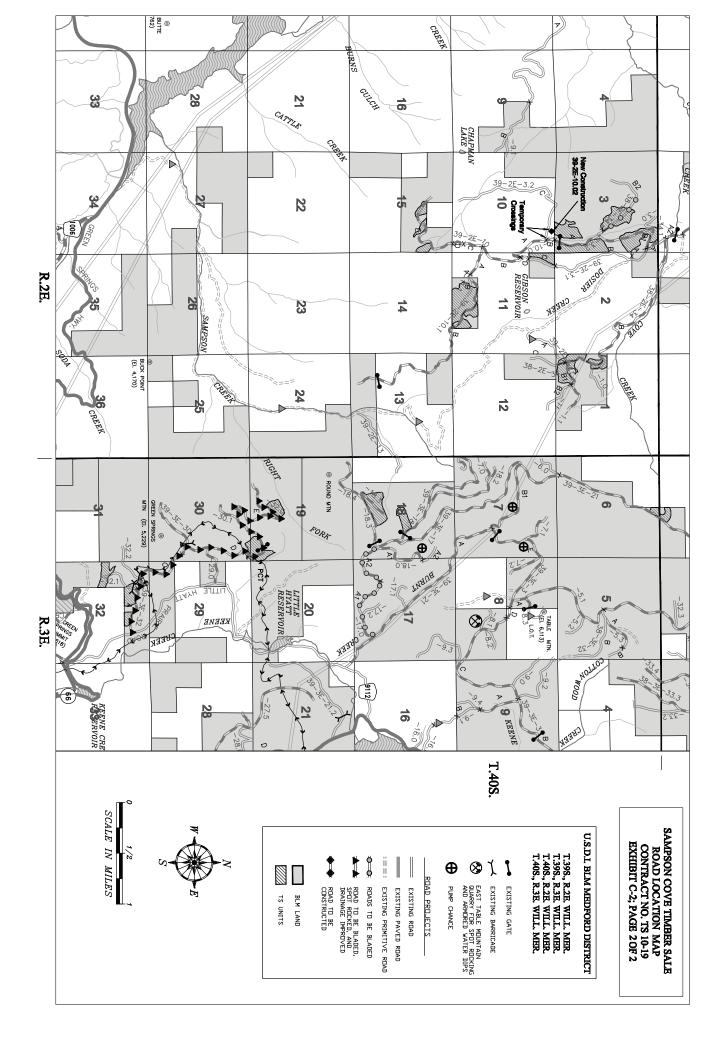
Medford Sampson Cove TS 10-19

General
Yarding Loading
Med twr yarder was used-most likely will get Yoader type machine to yard volume.
Barracades on 39 3e 32.1 rd and 38 2e 9.5 rd. not on RC's stips.
Road Costs
Per Engineers report.
(see Engineering Appraisal for details).
Transportation
(see Transportation appendix for details).
Other Allowances
Landings= Cat; 32 Cable; 13 = 45 total. Construction; 2 landings in an hour.
Cleanup= 4 lnds. in an hour. Waterbars 1/10th of Cat acres=40 ac. 2 acres an hour.
Skid Construction=2 hours per acre.
Prospectus
•

Printed: 8/12/2010 2:43:12PM Page 23 of 23

#### CURRY = = SEPHINE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT SAMPSON COVE TIMBER SALE TRACT NO. TS 10-19 COUNT PROJECT LOCATION ŧ Ħ 36 ఆ 39 쎯 37 ႘ 4 32 ដ SCALE IN MILES Exhibit No. C9 C6 CS <u>C</u>4 C3 C2 C C7 CI PLAN AND PROFILE ROAD MAINTENANCE MAPS CONSTRUCTION SPECIFICATIONS ROADS WORKLIST TYPICAL ARMORED WATER DIP ESTIMATE OF QUANTITIES ROAD LOCATION MAPS ROAD MAINTENANCE SPECIFICATIONS QUARRY DEVELOPMENT PLAN SPECIFICATION SHEET LIBRIS STILL SHEETEXHIBITDESIGNED REVIEWED APPROVED DRAWN BY JWR UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON DRAWING NO. EV. NO. DESCRIPTION | DATE APPROV ATE May 2010 TITLEOR-11-9113.4-1 SHEET $\mathcal{O}$ SHEET 1 OF 1 AS SHOWN





SPECIFICATION NO.

UNIT MP/8TA 39-3E-17.00 39-2E-10.02 38-2E-34.01 39-3E-32.00 39-2E-3.02 Landings ROAD NUMBER TOTAL Pit Run material. All armored water dips will have slope protection constructed of Item 700 - Pit Run aggregate will be used to construct Armored Water Dips. 0.00 0+00 0.00 0.00 8 **FROM** 4 8 8 1.25 99. 15 3.78 MP/STA TO 0.09 MLESTA 3.78 125 99 154 5.72 **LENGTH** 9.10 ACAR 200 0.10 CLEARING AND GRUBBING EXCAVATION 200 5 S COMMON 18" 24" 36" .X. 98 8 8 **CORRUGATED METAL PIPE** SIZE 8 ELBOWS DOWNSPOUT RENOVATION 322 15 1.25 0.47 E **ROAD BLADING** 500 50 £ 33 PIT RUN ALWAYS THINK SAFETY SCREENED ROCK S 5 AGGREGATE" CRUSHED BASE 2 g U. S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT MEDFORD, OREGON CRUSHED SURFACE 2 13 E **ESTIMATE OF QUANTITIES\*** 23 **STOCKPILE** SAMPSON COVE TIMBER SALE 8.20 8.08 02 ACRE 1888 **SOIL STABILIZATION** ROADSIDE BRUSHING STA 239 SLOPE STAKING 5 ARMORED WATERDIP 7 5 EARTH/LOG BARRIER APPROV. INSTALL TEMPORARY CROSSING 5 N

SHEET 1 OF 1 EXHIBIT C 3

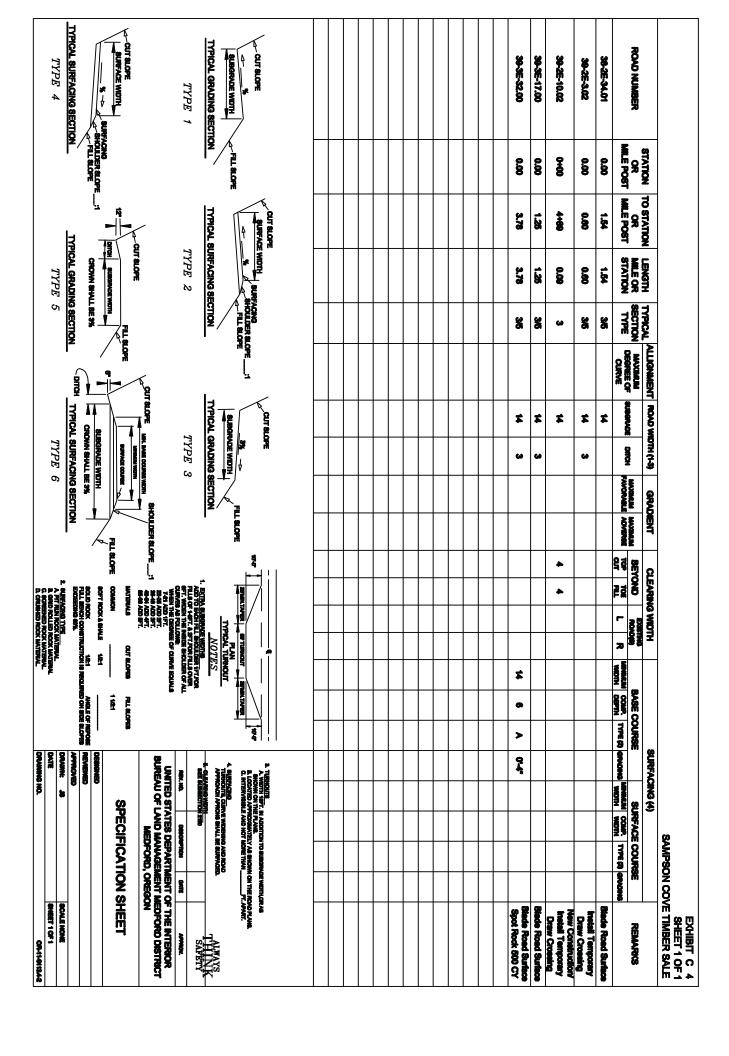
FOR INFORMATIONAL USE ONLY, QUANTITIES SHOWN ARE NOT PAY ITEMS.

Indicate gradation.

DESIGNED
REVIEWED
APPROVED
DRAWN: J8
DATE

DRAWING NO.

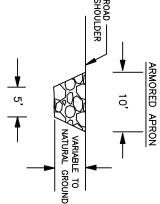
OR-11-0113.4-2 SHEET 1 OF 1



# SAMPSON COVE TIMBER SALE

# TYPICAL ARMORED WATER DIP CONSTRUCTION DETAIL

## PLAN **ا** ت ARMORED APRON ō,



#### EXHIBIT C-5 SHEET 1 OF

#### NOTES

- THE WATER DIP INVERT SHALL BE SMOOTH AND FREE DRAINING.
- THE MINIMUM DIFFERENCE IN ELEVATION BETWEEN THE SAG AND THE CREST OF THE WATER DIP ALONG THE CUTSLOPE HINGE POINT IS 1.0 FEET.

2

THE MINIMUM DIFFERENCE IN ELEVATION BETWEEN THE SAG AND THE CREST OF THE WATER DIP ALONG THE FILLSLOPE SHOULDER IS 1.5 FEET.

હ

- SKEW DIP MINIMUM 15-30 DEGREES FROM PERPENDICULAR TO CENTERLINE.
- EXCAVATED MATERIAL SHALL BE UTILIZED IN CONSTRUCTION OF WATER DIP. SIDECASTING IS NOT PERMITTED.
- PIT RUN MATERIAL SHALL BE PLACED ON FILL SLOPE AND SUBGRADE OF ARMORED WATERDIP.
- SEE ROAD RENOVATION WORKLIST FOR WATER DIPS TO BE ARMORED.
- EACH DIP SHALL BE REINFORCED WITH 30 CUBIC YARDS OF PIT RUN ROCK, ON ROADWAY AND OUTFALL.

œ

۲

ඉ

5 <u>4</u>

### LEGEND



30

ЗQ

PROFILE

PROFILE | SUBGRADE

60

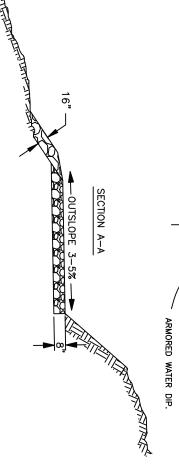
CUT/FILL SLOPES

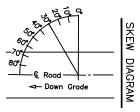


SUBGRADE ARMOR MATERIAL (PIT RUN)



FILL SLOPE ARMOR MATERIAL PIT RUN OR OTHER APPROVED MATERIAL.

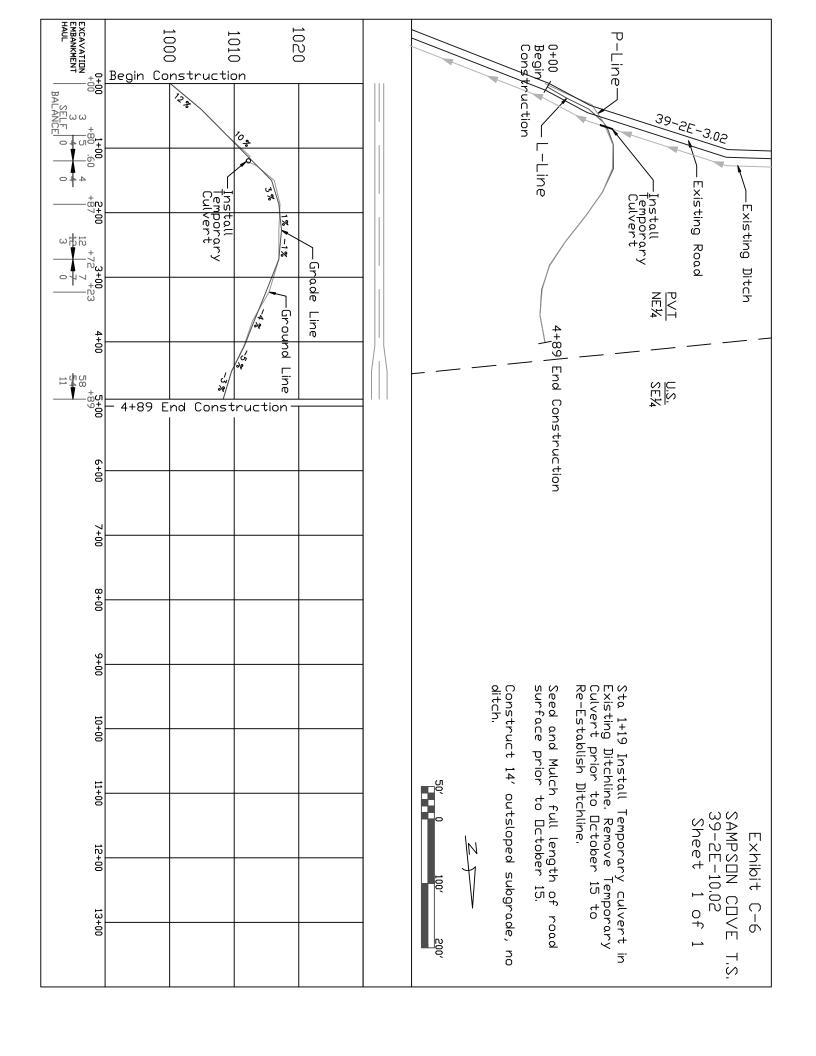




UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
MEDFORD DISTRICT — MEDFORD, OREGON

### WATERTYPICAL ARMORED DIP CONSTRUCTION

DESIGNED				
REVIEWED				
APPROVED				
DRAWN BY JWR		SCALE NONE	NONE	
DATE June 2010		SHEET	SHEET 1 OF 1	1
DRAWING NO.	OR-1	OR-11-9113.4-AWD	.4-AWD	



#### SAMPSON COVE TIMBER SALE Roads Worklist

Described work shall be performed on the road prior to its use. The work includes blading road surface, spot rocking, ditch cleaning, construction of armored water dips, and reconstruction and armoring of existing water dips. All road work shall be inspected and work performed to the design standards shown on the plans.

Road barricades removed during timber operations shall be replaced immediately after use. For activities that are not finished in one dry season, barricades shall be re-installed before the wet season, October 15<sup>th</sup>.

NAT – Natural Surface	CMP – Corrugated Metal Pipe
AWD – Armored Water Dip	Jct.— Junction

#### Road 38-2E-34.01 (Cove Creek Quarry)

	Aggregate/NAT
<u>MP</u> 0.00	Remarks Jct. 38-2E-34.00 Cove Creek.
1.07	End Existing Aggregate Surface. Begin Natural surface. Begin Blading.
1.54	End Blading.
MP 0.00 0.60	Road 39-2E-3.02 (S Fork Cove Crk) Aggregate/NAT  Remarks Jct. 38-2E-34.01 Cove Creek Quarry.  Construct Temporary draw crossing. Remove upon completion of Log Haul.
	Road 39-3E-17.00 (Burnt Crk Spur) Aggregate
<u>MP</u> 0.00	Remarks Jct. 39-3E-21.00 Burnt Creek. Begin Blading.
1.25	Jct. Left 39-3E-18.03. End Blading.

#### Road 39-3E-32.00 (Little Hyatt Lake Sp) Pit Run

<u>MP</u> 0.00	Remarks Jct. Little Hyatt Prairie Road .
0.45	Jct. Left 39-3E-32.01.
1.27	Jct. Left 39-3E-30.00.
1.46	Existing Water Dip. Reconstruct to drain and armor with 30cy of 4" minus.
1.51	Jct. Right 39-3E-29.00.
1.64	Existing Water Dip. Reconstruct to drain and armor with 30cy of 4" minus.
2.14	Existing steel gate.
2.23	Existing Water Dip. Reconstruct to drain and armor with 30cy of 4" minus.
2.28	Existing Steel pipe gate. Begin Blading. Begin spot rocking.
2.56	Construct AWD
2.63	Construct AWD
2.85	Construct AWD
3.46	Construct AWD
3.78	End Blading.

EXHIBIT C-8 Sale Name: Sampson Cove Sheet 1 of 15

#### SPECIAL PROVISIONS

- 1. Before beginning road construction operations for the first time or after a shutdown of seven or more days, the Purchaser shall notify the Authorized Officer of the date he plans to begin operations. The Purchaser shall also notify the Authorized Officer if he intends to cease operations for any period of 30 or more days.
- 2. Winterized All road segments not completed during dry weather periods shall be winterized, by providing a well-drained roadway by water barring, maintaining drainage, barricades, and any additional measures necessary to minimize erosion and other damage to the roadway, as directed by the Authorized Officer.
- 3. The P-line as staked in the field and as shown on Exhibit C, are intended to be used as a control, and should be considered as being in the area of the finished grade.
- 4. Seed mix and Straw sources: At agency discretion
  - A) Provided from BLM: based on availability OR
  - B) Purchased from approved Commercial source:
- 5. The application of dust abatement materials such as Lignin or approved petroleum based dust abatement products shall be restricted from application just after wet weather or at stream crossings or other locations that could result in direct delivery to a water body.
- 6. Water sources/ Pump chances Listed are approved water sources. Other water sources shall be approved by the Authorized Officer prior to use. The Purchaser is responsible for all permits and fees from water sources on private or commercial sources.

#### Location:

ROAD # and NAME	MP
38-2E-9.4B Divide Lakes	0.07
39-3E-3 Head of Sampson	0.42
39-3E-17 Sampson Creek #2	0.56
38-3E-19 Dead Indian Creek. #1	2.88
38-3E-21 Cove Creek #1	2.21
38-3E-21 Cove Creek #2	2.18
38-3E-21 Sampson Creek	4.94

EXHIBIT C - 8
Sale Name: Sampson Cove
Sheet 2 of 15

#### UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

#### **ROAD SPECIFICATIONS**

#### Jackson County, Oregon

#### **INDEX**

#### SPECIAL PROVISIONS

100	GENERAL
200	CLEARING AND GRUBBING
500	ROAD STABILIZATION / DRAINAGE IMPROVEMENTS
600	WATERING
700	AGGREGATE BASE COURSE (PIT RUN)
1600	QUARRY AND PIT DEVELOPMENT
1800	SOIL STABILIZATION

Sale Name: Sampson Cove

Sheet 3 of 15

#### GENERAL – 100

#### 101 - Prework Conference(s):

A prework conference will be held prior to the start of new construction, improvements, reconstruction, quarry development, surfacing, and soil stabilization. The Purchaser shall request the conference at least 72 hours prior to the time it is to be held. The conference will be attended by the Purchaser and/or his representatives, subcontractors and/or his or their representatives and the Authorized Officer and/or his representatives.

The purpose will be to review the required work, exhibits and specifications, and to establish a work schedule and a list of the Purchaser's representatives and subcontractors. A Prework conference shall be scheduled at the work site for quarry development.

#### 102 - Definitions:

<u>AASHTO</u> - American Association of State Highway and Transportation Officials. Current editions of tests and specifications.

<u>ASTM</u> - American Society for Testing and Materials.

<u>Base Course</u> - Surfacing structure consisting of crushed gravel or stone, crushed sandstone, pit run rock, bank or river run gravels, etc., to provide support and, in the event no surface course is placed, the running surface for traffic load.

**BLM** - Bureau of Land Management

<u>Borrow</u> - Excavated material required for embankments and other portions of the work.

<u>Culvert</u> - A pipe, pipe-arch, arch, or box structure constructed of metal, concrete, plastic or wood which provides an opening under the roadway primarily for the conveyance of liquids, pedestrians or livestock.

<u>Curve Widening</u> - Widening required on inside of curves to accommodate long log and equipment hauling trucks.

<u>Embankment</u> - A structure of soil, aggregate, or rock material placed on a prepared ground surface and constructed to subgrade.

<u>End Haul</u> - Excavated material moved, other than by dozer, to an embankment or waste area to prevent sidecasting material outside of the road prism.

<u>Excess Excavation</u> - Material from the roadway in excess of that needed for construction of the designed roadway (waste).

<u>Grading</u> - Leveling to grade, shaping and smoothing of a road subgrade; the shaping of roadside ditches as to grade and contour. In some instances includes smoothing of the cut bank.

Pioneer Road - Temporary construction access built along the route of the project.

<u>Plans</u> - The approved drawings, or exact reproductions thereof which show the locations, character, dimensions, and details of the work to be done.

<u>Purchaser</u> - The individual, partnership, joint venture, or corporation contracting with the Government under the terms of a Timber Sale Contract and acting independently or through their, or its agents, employees, or contractors.

<u>Roadbed</u> - The graded portion of the road within top and side slopes, prepared as a foundation for the pavement structure and shoulders.

Road Centerline - Longitudinal center of roadbed.

<u>Road Improvement</u> - Work done to an existing road which improves it over its original design standard.

Road Renovation - Work done to an existing road which restores it to its original design.

<u>Roadway</u> - The portion of a road within limits of construction. Usually from the toe of the fill slope to a point where the cut slope intersects natural ground line. Synonym - road prism.

<u>Scale</u> - In quarrying, consists of the removal of loose or overhanging rock adhering to the solid face after a shot or a round of shots has been fired.

<u>Scarification</u> - The process of loosening or breaking up of the surface layer of soil or road, usually to a specified depth.

<u>Shoulder</u> - The portion of the roadbed contiguous with the traveled way designed for accommodation of stopped vehicles, safety, and lateral support of base and surface courses.

Spalls - Flakes or chips of stone.

<u>Specifications</u> - A general term applied to all directions, provisions, and requirements pertaining to performance of the work.

Specific Gravity - The ratio of the density of a material to the density of water obtained

Sale Name: Sampson Cove

Sheet 5 of 15

by weighing known volumes of both items in air. A specific gravity less than one implies that the material will float.

<u>Structures</u> Bridges, culverts, catch basins, retaining walls, underdrains, flumes, splash pads, downspouts, and other project features which may be involved in the work and not otherwise classified in these specifications.

<u>Subbase</u> - Reinforcement of the subgrade with large particles of pit run or crushed stone. Usually confined to roads having wet subgrades or subgrades with weak support characteristics.

<u>Surface Course</u> - Top layer of a road structure consisting of finely crushed gravels or asphalt designed to provide a smooth running surface for traffic load.

<u>Subgrade</u> - The top surface of a roadbed upon which the traveled way and shoulders are constructed.

<u>Traveled Way</u> - The portion of the roadbed used for the movement of vehicles, exclusive of shoulders.

<u>Typical Cross Sections</u> - Cross sectional plane of a typical roadway; showing natural ground line and designed roadway in relation to cut and fill, through cut, and through fill.

<u>Turnout</u> - Extra widening of the roadbed at appropriate intervals on single-lane roads for passing purposes.

- 102a Tests Used in These Specifications:
  - AASHTO T 11 Quantity of rock finer than No. 200 sieve.
  - AASHTO T 27 Sieve analysis of fine and coarse aggregate using sieves with square openings; gradation.
  - AASHTO T 89 Liquid limit of material passing the No. 40 sieve.

    Water content at which the soil passes from a plastic to a liquid state.
  - AASHTO T 90 Plastic limits and plasticity index of soil.
    - a. Plastic limit lowest water content at which the soil remains plastic.
    - b. Plasticity index range of water content, within which the material is in a plastic state. Numerical difference between the liquid and plastic limits of the soil.

Sale Name: Sampson Cove

Sheet 6 of 15

- AASHTO T 96 Resistance to abrasion of small size coarse aggregate by use of the Los Angeles machine.
- AASHTO T 99

  Relationship between soil moisture and maximum density of soil.

  Method A 4" mold, soil passing a No. 4 Sieve.

  25 blows/layer & 3 layers.

  Method D 6" mold, soil passing a 19.00mm 3/4

  inches sieve. 56 blows/layer & 5

  layers.
- AASHTO T 176 Shows relative portions of fine dust or claylike materials in soil or graded aggregate.
- AASHTO T 180 (OSHD 106-71) moisture density relationship of soil same as AASHTO T 99 proctor but uses a 10-lb rammer & 18-in drop.
- AASHTO T 191 Sand Cone. Density of soil in place: For subgrade use 6-inch or 12-inch cone. For rock surfacing for 1-1/2-inch minus use 12-inch cone.
- AASHTO T 205 Rubber balloon. Density of soil in place. Use for compacted or firmly bonded soil.
- AASHTO T 210 Durability of aggregates based on resistance to produce fines.
- AASHTO T 224 Correction for coarse particles in the soil.
- AASHTO T 238 Determination of density of soil and soil aggregates in place by nuclear methods.
- AASHTO T 248 Reducing field samples of aggregate to testing size by mechanical splitter, quartering, or miniature stockpile sampling.
- <u>DES. E-12</u> Determination of relative density of cohesionless soils.

<u>DMSO</u> (dimethyl sulfide) - Determines volume of expanding clays in aggregates. Usually associated with marine basalts.

103 - Compaction equipment shall meet the following requirements:

Sale Name: Sampson Cove

Sheet 7 of 15

Vibratory roller. The drum diameter shall be not less than 48 inches, the drum width not less than 58 inches, and have a turning radius of 15 feet or less. Vibration frequency shall be regulated in steps to 1400, 1500, and 1600 vibrations per minute (VPM), corresponding to engine speeds of 1575, 1690, and 1800 RPM. The centrifugal force developed shall be 7 tons at 1600 RPM. It shall be activated by a power unit of not less than 25 horsepower. The vibratory roller shall be self-propelled or drawn by a vehicle of sufficient horsepower to enable the unit to travel through a loose layer of material at a speed ranging from 0.9 mile to 1.8 miles per hour, as directed by the Authorized Officer.

The towing vehicle and roller or self-propelled unit meeting the above requirements shall be considered a vibratory roller unit.

- 103g <u>Vibratory compactor</u>. Vibratory compactors shall consist of multiple or gang-type compacting units or pads with a minimum variable width of 2 feet. It shall be self-contained and capable of compacting material as required.
- 103h Other. Compaction equipment approved by the Authorized Officer.

#### CLEARING AND GRUBBING - 200

- \*201 This work shall consist of clearing, grubbing, removing and disposing of vegetation, debris, surface objects, and protruding obstructions within the clearing limits in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- Where clearing limits have not been staked, established by these specifications or shown on the plans, the limits shall extend 10 feet back of the top of the cut slope and 5 feet out from the toe of the fill slope.
- \*203 Clearing shall consist of the removal and disposal of trees, logs, rotten material, brush, and other vegetative materials and surface objects in accordance with these specifications and within the limits established for clearing as specified under Subsection(s) (202), (and)(202a),(and)(202b),(as shown on the plans),(and)(as staked on the ground)(as posted).
- 203a Brush under 2 feet in height need not be cut within the limits established for clearing.
- 203b Standing trees and snags to be cleared shall be felled within the limits established for clearing, unless otherwise authorized.

Sheet 8 of 15

- Grubbing shall consist of the removal and disposal of stumps, roots, and other wood material embedded in the ground, and protruding obstacles remaining as a result of the clearing operation (in accordance with Subsection(s) (204a)(,) (and) (204b)(,) (and) (204c)(,) (and) (204d)(,) (and) (204e)(,)(between the top of the cut slope and the toe of the fill slope). (Undisturbed stumps, roots and other solid objects which will be a minimum of (3) feet below subgrades or slope surfaces of embankments are excepted.)
- 204a Stumps, (including those overhanging cut banks,) shall be removed within the required excavation limits.
- 204b Stumps and other protruding objects shall be completely removed within the limits of required embankments having heights of less than (4) feet. (When authorized, stumps and other nonperishable objects may be left provided they do not extend more than 6 inches above the existing ground line).
- On excavated areas, roots and embedded wood shall be removed to a depth not less than (6) inches below the subgrade.
- On areas to be occupied by embankments having heights greater than (4) feet, no stump or portion thereof shall remain within (3) feet of embankment subgrades or slope surfaces after grubbing is completed.
- 204e Roots and embedded wood material shall be removed to a depth not less than 1 foot below embankment subgrades or slope surfaces.
- \*205 Clearing and grubbing debris shall not be placed or permitted to remain in or under road embankment sections. (Such debris will, however, be permitted to remain under waste material from full-bench construction on steep side slopes).
- \*210 Disposal of (clearing and grubbing debris)(stumps and cull logs) shall be by scattering (over government owned lands) outside of established clearing limits in a manner acceptable to the Authorized Officer. The areas for such scattering shall have the prior approval of the Authorized Officer.
- 210a Disposal of (clearing and grubbing debris)(stumps and cull logs) on nongovernment property by (scattering)(,)(and)(burning)(,)(and) (chipping)(,)(and)(piling) this material outside of clearing limits will be permitted provided the Purchaser obtains a written permit from the property owner on whose property the disposal is to be made. The Purchaser shall furnish the Authorized Officer a certified copy of the permit, and a written release from the property owner absolving the Government from responsibilities in connection with the disposal of debris on said property.

Sheet 9 of 15

211 - Disposal of (clearing and grubbing debris)(stumps and cull logs) shall be by piling on government lands outside of established clearing limits in an area and in a manner acceptable to the Authorized Officer.

- 212 No grading will be permitted prior to completion and approval by the Authorized Officer of the required clearing and grubbing work, except that stump grubbing may proceed with the excavation of the road prism.
- 213 No clearing or grubbing debris shall be left lodged against standing trees.

#### ROAD STABILIZATION / DRAINAGE IMPROVEMENTS - 500

- This work shall consist of reconditioning and preparing the roadbed and shoulders, cleaning and shaping drainage ditches, trimming vegetation from cut and embankment slopes, and cleaning and repairing drainage structures of existing roads in accordance with these specifications, as shown on the plans, and as marked on the ground with stakes or metal tags.
- 501a This work shall include the removal and disposal of slides in accordance with these specifications.

The existing road surface shall be bladed and shaped to the lines, grades, dimensions, and typical cross sections shown on the plans at the following locations:

Road No.	From	То
38-2E-34.01	1.07	1.54
39-3E-17.00	0.00	1.25
39-3E-32.00	2.28	3.78

- 502b Drainage ditches shall be bladed and shaped in accordance with the lines, grades, dimensions, and typical cross sections shown on the plans.
- The inlet end of all existing drainage structures shall be cleared of vegetative debris and boulders that are of sufficient size to obstruct normal stream flow. Pipe inverts shall be cleared of sediment and other debris lodged in the barrel of the pipe. The outflow area of all pipe structures shall be cleared of rock and vegetative obstructions which will impede the structure's designed outflow configuration.
- The finished grading shall be approved in writing by the Authorized Officer. The Purchaser shall give the Authorized Officer 5 days notice prior to final inspection of the grading operations.

Sale Name: Sampson Cove

Sheet 10 of 15

#### WATERING - 600

- This work shall consist of furnishing and applying water required for the compaction of embankments, roadbeds, backfills, base courses, surface courses, finishing and reconditioning of existing roadbeds laying dust, or for other uses in accordance with these specifications.
- Water, when needed for compaction or laying dust, shall be applied at the locations, in the amounts, and during the hours as directed by the Authorized Officer. Amounts of water to be provided will be the minimum needed to properly execute the compaction requirements in conformance with these specifications, and for laying dust during work periods.
- Water trucks used in this work shall be equipped with a distributing device of ample capacity and of such design as to ensure uniform application of water on the roadbed.
- The Purchaser shall secure the necessary water permits and pay all required water fees for use of water source(s) selected by the Purchaser and approved by the Authorized Officer.

#### AGGREGATE BASE COURSE - 700 PIT RUN ROCK MATERIAL

- \*701 This work shall consist of hauling and placing one or more layers of pit run rock material on the approved roadbeds in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 702 Pit run rock materials used in this work shall be obtained from the source shown on the plans. Development and mining of such source shall be in accordance with Subsection 1601 of these specifications.
- Pit run rock material shall be placed in layers of sufficient thickness to accommodate the material, except that the maximum thickness of any layer shall not exceed 10 inches.
- 706 Oversize material that cannot be accommodated in the layer shall be removed at the source or on the road, and shall be disposed of as directed by the Authorized Officer.
- 707 When so indicated by the plans, filler or binder obtained from the source shown on the plans shall be uniformly blended with pit run rock material on the road.
- \*708 The roadbed as shaped and compacted under Section 500 of these specifications shall be approved in writing by the Authorized Officer prior to placement of pit run rock material.

Sale Name: Sampson Cove

Sheet 11 of 15

709 - Pit run rock material shall be placed on roadbed, blade processed and spread to required dimensions.

- 710 Pit run rock material shall be compacted by routing construction and hauling equipment over the full width of each layer placed.
- The state of pit run rock material placed and shaped as specified shall be uniformly moistened or dried to the optimum moisture content for maximum density and compacted to full width by compacting equipment conforming to the requirements of Subsections 103f, 103g, and 103h. Minimum compaction shall be one 1 hour of continuous compacting for each 250 cubic yards, or fraction thereof, of pit run rock material placed per layer.
- 712 Pit run rock material shall be surface bladed during the compaction operation to remove irregularities and to produce a smooth running surface.
- 713 Pit run rock material used to repair or reinforce soft, muddy, frozen, yielding, or rutted subgrades shall not be construed as surfacing required under this specification unless approved in writing by the Authorized Officer prior to placement.

#### QUARRY AND BORROW PIT DEVELOPMENT - 1600

- 1601 This work shall consist of quarry and borrow pit development and rehabilitation in accordance with these specifications and conforming to the lines, grades, dimensions, and typical cross sections shown on the plans.
- 1602 The designated rock quarry site is located at the following location:

<u>Subdivision</u> <u>Section</u> <u>T. R.</u>
East Table Mountain SE ¼ 8 39 3E

Development and reclamation work at these sites shall be in strict accordance with these specifications and the mining and reclamation plan, as shown on the plans.

If the Purchaser elects to use a rock source other than the designated source, the rock material produced shall comply with applicable sections of these specifications. If the alternate source is located on BLM ownership and a current BLM plan is not available, a development, mining, and reclamation plan shall be prepared by the Purchaser, and submitted for approval by the Authorized Officer. Development, mining and reclamation work shall be in accordance with the approved plan and 1600 specifications.

- 1604 If the designated source proves insufficient as to quantity and quality of the required rock material, the Purchaser shall, when ordered in writing by the Authorized Officer, move his crushing operation to an alternate materials source as shown on the plans and as selected by the Authorized Officer. Development, extraction, and reclamation work on the alternate source shall be in accordance with the mining and reclamation plans prepared by the BLM. An equitable adjustment will be made in the contract price.
- 1605c- The operation of equipment related to the production of rock aggregate and quarry operations shall be confined to the quarry operations area and to the designated tractor trails as shown on the plans.
- Overburden, trees, stumps, logs, and loose rock shall be removed back from the edge of working quarry faces for a distance of 10 feet.
- Overburden and reject material shall be placed at the disposal site shown on the plans as directed by the Authorized Officer.
- 1611 The Purchaser shall notify the Authorized Officer at least 5 days prior to commencing quarry operations.
- The Purchaser shall notify MSHA (Mining Safety and Health Administration) by standard form or telephone, and in accordance with part 56, Chapter 1 of Title 30 Code of Federal Regulations (CFR) of what date he intends to commence, terminate, and/or temporarily close down operations of the quarry. Notice shall be submitted a minimum of 10 days prior to the proposed date of the action to be taken. Notification shall be submitted to:

Mining Safety and Health Admin. Attn: Supervisor P.O. Box 70 Albany, Oregon 97321 Commercial Phone No. 541-967-5825

Mining Safety and Health Admin. 117 107th Ave. NE Bellevue, Washington 98004 Commercial Phone No. 206-442-7037

The Purchaser shall also prepare and submit to MSHA at the above address the quarterly Employment Report and Injury and Illness Report for the mining operation.

1613 - The Purchaser shall comply with local and State Safety Codes covering quarrying

Sale Name: Sampson Cove

Sheet 13 of 15

operations, warning signs and traffic control.

- Operations on the quarry site shall be so conducted that, both during and after completion of work, erosion will be minimized and sediment will not enter streams or other bodies of water. Waste or disposal areas and quarry access roads shall be located, constructed, and maintained in a manner that will prevent sediment from entering live streams or other bodies of water. Noncombustible debris and silt-laden water material resulting from the quarry operation shall be placed in such waste or disposal areas as shown on the plans and as directed by the Authorized Officer.
- 1616 Upon completion of quarrying operations, overburden and waste materials shall be disposed of in accordance with requirements of the approved reclamation plan or in a manner approved in writing by the Authorized Officer.
- 1617 Upon completion of quarrying operations, required site reclamation measures shall be performed to the satisfaction of the Authorized Officer, including but not limited to the following:
  - (a) Permanently seal or fill unused drill holes as directed by the Authorized Officer.
  - (b) Construct water bars and take other erosion control measures as directed by the Authorized Officer.
  - (c) Remove blockages from drainage systems, streams, and waterways, and restore streams and waterways to their original courses.
  - (d) Erect barricades on quarry access roads as directed by the Authorized Officer.
  - (e) Complete required site reclamation measures within 14 days after final cessation of quarrying operations.
  - (k) Clear quarry benches and scale wall of loose or dislodged shot material and move to a designated location within the quarry.

#### **SOIL STABILIZATION - 1800**

- 1801 This work shall consist of seeding and mulching on designated cut, fill, borrow, disposal, and special areas in accordance with these specifications and as shown on the plans.
- Soil stabilization work consisting of seeding and mulching shall be performed on new road construction, landings, and disturbed areas in accordance with these specifications and as shown on the plans.
- 1803 Soil stabilization work as specified under Subsection(s) 1802a shall be performed during the following seasonal periods:

Sale Name: Sampson Cove

Sheet 14 of 15

From: August 1 to: October 31

1804 - The Purchaser shall furnish the following species of grass seed meeting corresponding germination, purity, and weed content requirements:

	Germination	Purity	Weed Content
<u>Species</u>	Min. %	Min. %	Max. %
California Brome	85	95	0.2
Blue Wild Rye	85	95	0.2

The grass seed furnished shall meet the minimum requirement for Blue Tag Seed as set forth in the latest edition of Oregon Certification Standards published by Oregon State University. Seed source shall be approved by the Authorized Officer and shall be from general region where the project occurs.

The Purchaser shall furnish the Authorized Officer a Seed Test Result from a certified seed testing lab (Oregon State University), which shall include: date of test; lot number of each kind of seed; seed source; and results of tests as to name, percentages of purity and of germination, weed species and percentage of weed content, for each kind of seed furnished and, in case of mixture, the proportions of each kind of seed. The seed must have been tested within the last year to be accepted for use on this contract.

Genetically appropriate native plant species (seed or other native plant materials) shall be selected as a first choice for project work. If native grass/forb seed or (other plant materials) is not available, non-native species to be used shall be approved by the appropriate resources specialist (botanist, native plant coordinator, etc.) and authorized officer prior to application on the ground.

1805 - The Purchaser shall mix grass seed specified under Subsection 1804 in the following proportions: Seed Mixture "A":

	Percent of	
<u>Species</u>	Total by Wt.	Lbs. per Acre
California Brome	50%	10
Blue Wild Rye	50%	10
TOTALS	100	20 lbs./ac.

- 1809d Straw mulch shall be from native grass or other approved grain crops which are certified weed free, and free from noxious weeds, mold, or other objectionable materials. Straw mulch shall be in an air-dry condition and suitable for placing in a uniform manner. Straw mulch shall be applied evenly in treatment areas to a depth of 2 inches (approximately 1000 lbs/ac), or as directed by the Authorized Officer.
- Mulch material shall be delivered to the work area in a dry state. Material found to be wet will not be accepted. Material to be used in the mulching operation may be stockpiled along the road designated for treatment provided it is maintained in a dry state

Sale Name: Sampson Cove

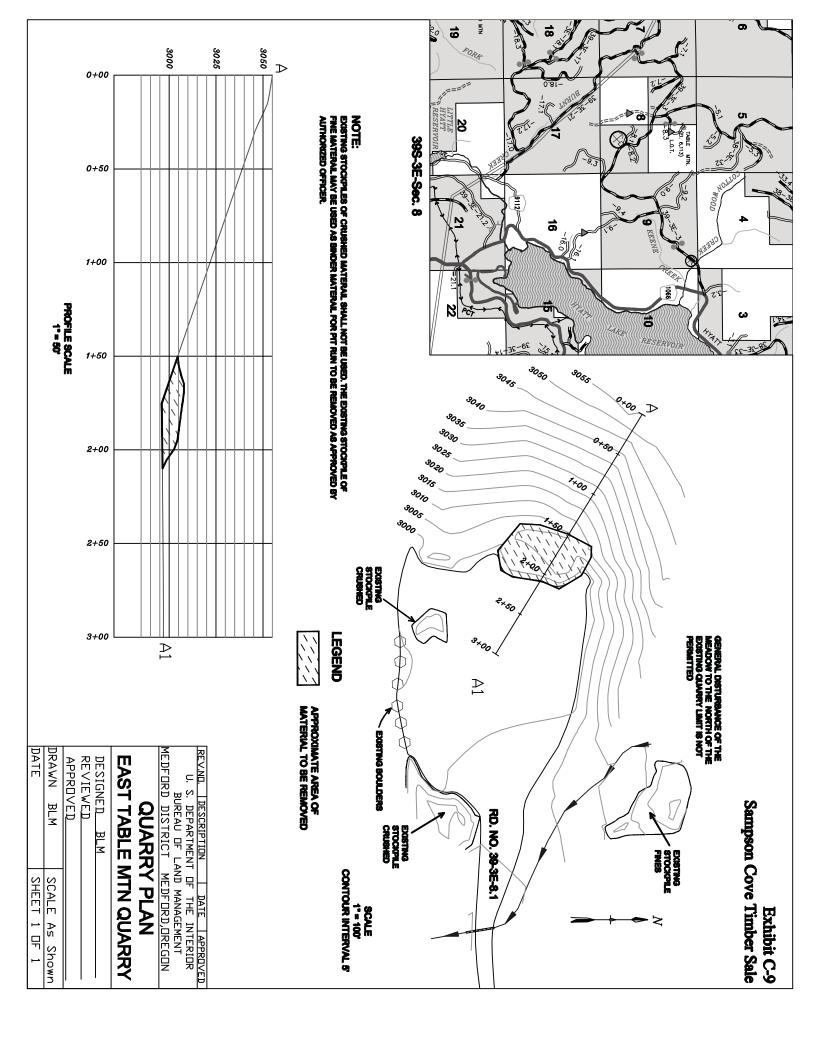
Sheet 15 of 15

and has the approval of the Authorized Officer.

- Bulk mulching material required under these specifications shall be delivered to the work area bound either by twine, string, or hemp rope. Wire binding and plastic twine will not be permitted.
- 1812 The Purchaser shall furnish and apply to acres designated for treatment as shown on the plans, a mixture of grass seed and mulch material at the following rate of application:

Grass seed 20 lbs./acre Mulch 1000 lbs./acre

- 1816b Dry Method Blowers, mechanical seeders, seed drills, landscape seeders, cultipaker seeders, or other approved mechanical seeding equipment may be used when seed is to be applied in dry form.
- 1820 The Purchaser shall notify the Authorized Officer at least 5 days in advance of the date he intends to commence the specified soil stabilization work.
- Mulch that collects at the ends of culverts or accumulates to excessive depths on the slopes shall be evenly spread by hand methods, as directed by the Authorized Officer's Rep.
- 1823 No material shall be applied when wind velocities would prevent a uniform application of the mix or slurry or when winds would drift the mix or slurry spray outside of the designated treatment area.
- 1826 Twine, rope, sacks, and other debris resulting form the soil-stabilization operation shall be picked up and disposed of to the satisfaction of the Authorized Officer.



Sampson Cove T. S. Exhibit D-1 Page 1 of 9

### SPECIFICATION TABLE OF CONTENTS

Section 3000	General	Sheet 2
Section 3100	Operational Maintenance	Sheet 2
Section 3200	Seasonal Maintenance	Sheet 4
Section 3300	Final Maintenance	Sheet 5
Section 3400	Other Maintenance	Sheet 5

# **GENERAL - 3000**

- The Purchaser shall be required to maintain all roads listed and/or referenced in Section 41(C)(2) Special Provisions of this contract in accordance with Sections 3000, 3100, 3200, 3300, and 3400 of this exhibit. 3001
- The Purchaser shall be required to provide maintenance on roads in accordance with Subsections 3403 and 3404. 3001a -
- The Purchaser shall maintain the cross section of existing dirt or graveled roads to the existing geometric standards. 3002
- The minimum required maintenance on any roads shall include the provisions specified in Subsections 3101, 3104, and 3003
- substantially completed prior to moving operations to other roads. The maximum length of non-maintained or non-cleanup of the road prism, shall not exceed the sum of one (1) mile at any time. Release of maintenance requirements may be The Purchaser shall be responsible for providing timely maintenance and cleanup on any road(s) with logging units granted, upon written request, when the conditions specified in Sections 3300 and 3400 are met satisfactorily. 3004

# **OPERATIONAL MAINTENANCE - 3100**

- Back blading with tractors or similar equipment will be allowed only around landings and other areas when approved by the The Purchaser shall blade and shape the road surface and shoulders with a motor patrol grader. Banks shall not be undercut. Authorized Officer. 3101
- The Purchaser shall maintain established berms and place additional berms using adjacent material where needed to protect ills as directed by the Authorized Officer. 3103
- The Purchaser shall perform other road cleanup including removal of debris, fallen timber, bank slough, and slides which can practicably be accomplished by a motor patrol grader, rubber-tired front-end bucket loader, rubber-tired backhoe or comparable equipment, and by the use of hand tools. 3104

D:\JRobeson\2010\TSales\Swinning\S:\Shared\Forestry\Timber Clerk-Contract Submission\Resource Area Timber Sales\Ashland Timber Sales\Sampson Cove\Maps\_Exhibits\EXHIBI D\D-1 Maintspecs.doc

- where material cannot erode into streams, lakes, or reservoirs or cause undue damage to road fill slopes which have been Removal of bank slough and slide material includes placement of material at the nearest suitable turnout or disposal site Page 3 of 9 planted or mulched to control soil erosion.
- The Purchaser shall be responsible for removal of all slides or slough, up to fifteen (15) station yards in quantity, at any one site. This work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. 3104b

Prior to removal of any slough or slide material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the field, to the quantity of material, method of disposal, and the disposal site. Work may commence immediately after agreement.

based on current BLM Timber Appraisal Production Cost Schedules. Adjustments in purchase price for completed work Upon completion of agreed-upon work, a reduction in timber sale purchase price will be made to offset the cost of work, shall be made as necessary and no less than once per year when actual work is ongoing.

- The Purchaser shall be responsible for maintaining normal flow in drainage structures. This includes cleaning out drainage water dips and waterbars using equipment specified in Subsection 3104 and other culvert cleaning and flushing equipment. ditches, catch basins, clearing pipe inverts of sediment and other debris lodged in the barrel of the pipe and maintaining 3105
- The Purchaser shall be responsible for repair and replacement of all materials eroded from road shoulders and fill slopes, up field, to the quantity of material, borrow source, and method of repair. Work may commence immediately after agreement. to fifteen (15) station yards in quantity, at any one site. The work includes unlimited multiple sites on all roads required to be maintained by the Purchaser. Prior to repair and replacement of eroded material exceeding fifteen (15) station yards at any one site, the Purchaser and the Authorized Officer or their Authorized Representatives shall agree in writing, in the 3106

Upon completion of agreed-upon work, a reduction in timber sale purchase price will be made to offset the cost of the work, based upon current BLM Timber Sale Appraisal Production Cost Schedules. Adjustments in purchase price for completed work shall be made as necessary, and no less than once per year when actual work is ongoing.

The Purchaser shall cut or trim trees and brush which obstructs vision or prevents the safe passage of traffic along the traveled way, when directed by the Authorized Officer. 3107

- The Purchaser shall also cut trees or brush encroaching on the road prism that are a result of his activities or winter damage during the contract period. Disposal of such vegetative material shall be by scattering below the road.
- The Purchaser shall avoid fouling gravel or bituminous surfaces through covering with earth and debris from side ditches, slides, or other sources. The Purchaser shall also avoid blading surfacing material off the running surface of the roadway. 3108
- The Purchaser shall perform logging operations on gravel bituminous roadways only where the locations have been marked on the ground and/or approved by the Authorized Officer. Repair of the road shall be as specified in Subsection 3401. 3108a

# SEASONAL MAINTENANCE - 3200

- The Purchaser shall perform preventive maintenance at the end of Purchaser's hauling each season and during nonhauling periods which occur between other operations on the contract area. This includes cross ditching, removing ruts or other surface irregularities, and all other requirements specified in Section 3100. 3201
- The Purchaser shall perform and complete maintenance, specified in Sections 3000, 3100, and 3200, on all roads maintained logging operations. Thereafter all roads shall have continuous preventive maintenance and road cleanup until suspension of by him, prior to October 1 each year, except as specified in Subsection 3203, after initial commencement of construction or seasonal operations. This includes all roads used and not used during the preceding operating seasons. 3202
- The Purchaser shall complete road cleanup and maintenance, as specified in Section 3100, at the completion of logging operations on any road(s) located in an area separate from the area where logging activities will resume. 3203
- The Purchaser shall be responsible for performing post storm inspections and maintenance during the winter season to minimize erosion and potential road or watershed damage. 3204

# FINAL MAINTENANCE - 3300

- have been completed and a relinquishment of cutting and removal rights on cutting units tributary to these roads is signed by The Purchaser shall complete final maintenance and/or damage repairs on all roads used under terms of their contract within include any maintenance and/or damage repairs specified in Sections 3000, 3100, and 3200 necessary to meet the conditions segments are no longer of any use to the Purchaser's remaining removal operations, providing that all contract requirements as specified under Sec. 16(b), Special Provisions (Sections 3000, 3100, 3200, and 3300 of the maintenance specifications) 30 calendar days following the completion of hauling and in accordance with Sec. 16(b) of this contract. This work shall specified in Subsection 3002 and shall be executed in accordance with Subsection 3302 of this section. The Authorized Officer may grant acceptance of Purchaser's maintenance responsibility in part where certain individual roads or road the Purchaser. Request for partial acceptance must be submitted in writing by the Purchaser. 3301
- The Purchaser shall perform final road maintenance only when weather or soil moisture conditions are suitable for normal maintenance equipment operations as determined by the Authorized Officer. 3302

unsuitable equipment operating conditions, the Purchaser will be notified by the Authorized Officer when soil moisture and equipment operating conditions are suitable. The Purchaser shall then be required to complete final maintenance within 30 If final maintenance is delayed after the date required in Subsection 3301 of this contract by adverse soil moisture or

# **OTHER MAINTENANCE - 3400**

- estoring the roadway to the designed standard and replacement of surfacing with approved surface material. This repair is The Purchaser shall repair any damage to road surfaces that was specified under Subsection 3108a. This repair includes not limited to use of equipment specified in Subsection 3104. 3401
- written approval has been secured from the Authorized Officer. The Purchaser shall submit a written request for permission The Purchaser shall be permitted to remove ice and snow from roads authorized for use under this contract only when prior to remove ice and snow in advance of the date operations are to begin. 3402

Upon receiving written authorization for ice and snow removal, the Purchaser will perform the work according to the conditions and equipment requirements set forth in the Authorization. D:\JRobeson\2010\TSales\Swinning\S:\Shared\Forestry\Timber Clerk-Contract Submission\Resource Area Timber Sales\Ashland Timber Sales\Sampson Cove\Maps\_Exhibits\EXHIBI D\D-1 Maintspecs.doc

# Sampson Cove T. S. Exhibit D-1 Page 6 of 9

shall be made at the rate of one-half gallon per yd<sup>2</sup> of road surface traveled. Subsequent applications shall be made for each 40 MBF of timber or 120 yds<sup>2</sup> of rock hauled. Subsequent waterings may be done at a rate less than one-half gallon per yd<sup>2</sup> Authorized Officer, for the purpose of laying dust and to prevent loss of surface material. The first application of water The Purchaser shall be required to furnish and apply non-saline water during dry hauling periods, when directed by the when a specified lesser rate is approved by the Authorized Officer.

3403

The following roads shall be watered:

Road No.	From M.P./STA	To M.P./STA
37-2E-7.02	00.00	0.33
38-2E-3.03	0.00	0.24
38-2E-3.04	0.00	1.36
38-2E-9.00	0.00	0.27
38-2E-9.01	0.00	0.25
38-2E-9.03	0.00	0.25
38-2E-9.04 A1	0.00	0.30
38-2E-9.04 B	0.00	0.42
38-2E-9.06	0.00	0.30
38-2E-9.10	0.00	0.24
38-2E-34.00	0.00	2.95
38-2E-34.01	0.00	1.87
38-3E-19.00	0.00	0.95
38-3E-29.03	000	1.00
38-3E-29.06	00.0	85.0
38-3E-30.00	00.0	08.0
39-2E-1.00	0.00	0.32

D:\JRobeson\2010\TSales\Swinning\S:\Shared\Forestry\Timber Clerk-Contract Submission\Resource Area Timber Sales\Ashland Timber Sales\Sampson Cove\Maps\_Exhibits\EXHIBI D\D-1 Maintspecs.doc

To M.P./STA	0.13	68.0	2.12	1.00	0.23	0.28	1.50	0.24	06.0	7.53	3.66	0.40
From M.P./STA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Road No.	39-2E-3.01 C-D	39-2E-3.02	39-2E-10.00	39-2E-10.01	39-2E-11.00	39-2E-11.01	39-3E-17.00	39-3E-18.01	39-3E-18.03	39-3E-21.00	39-3E-32.00	39-3E-32.01

reduction shall be made in the total purchase price to reflect the additional haul or the substitution of other acceptable dust During drought periods when the transportation of water from the source to the roads noted above exceeds 10 miles, a palliatives in lieu of watering, based on equipment rental rates from current BLM Timber Appraisal Production Cost Schedules.

During dry hauling conditions when the authorized officer determines watering is not required, the Purchaser shall reduce hauling speeds to 5 MPH and/or restrict the number of loads hauled to 2 per day on the following road: 3403a -

Road No.	From M.P./STA	To M.P./STA
37-2E-7.02	0.00	0.33
38-2E-3.03	0.00	0.24
38-2E-3.04	0.00	1.36

D:\JRobeson\2010\TSales\Swinning\S:\Shared\Forestry\Timber Clerk-Contract Submission\Resource Area Timber Sales\Ashland 8/20/2010 Timber Sales\Sampson Cove\Maps\_Exhibits\EXHIBI D\D-1 Maintspecs.doc

Sampson Cove T. S. Exhibit D-1 Page 8 of 9

Road No.	From M.P./STA	To M.P./STA
38-2E-9.00	0.00	0.27
38-2E-9.01	0.00	0.25
38-2E-9.03	0.00	0.25
38-2E-9.04 A1	0.00	0.30
38-2E-9.04 B	0.00	0.42
38-2E-9.06	0.00	0.30
38-2E-9.10	0.00	0.24
38-2E-34.00	0.00	2.95
38-2E-34.01	0.00	1.87
38-3E-19.00	0.00	0.95
38-3E-29.03	0.00	1.00
38-3E-29.06	0.00	0.58
38-3E-30.00	0.00	08.0
39-2E-1.00	0.00	0.32
39-2E-3.01 C-D	0.00	0.13
39-2E-3.02	0.00	68.0
39-2E-10.00	0.00	2.12
39-2E-10.01	0.00	1.00
39-2E-11.00	0.00	0.23
39-2E-11.01	0.00	0.28
39-3E-17.00	0.00	1.50
39-3E-18.01	0.00	0.24
39-3E-18.03	0.00	06.0
39-3E-21.00	0.00	7.53

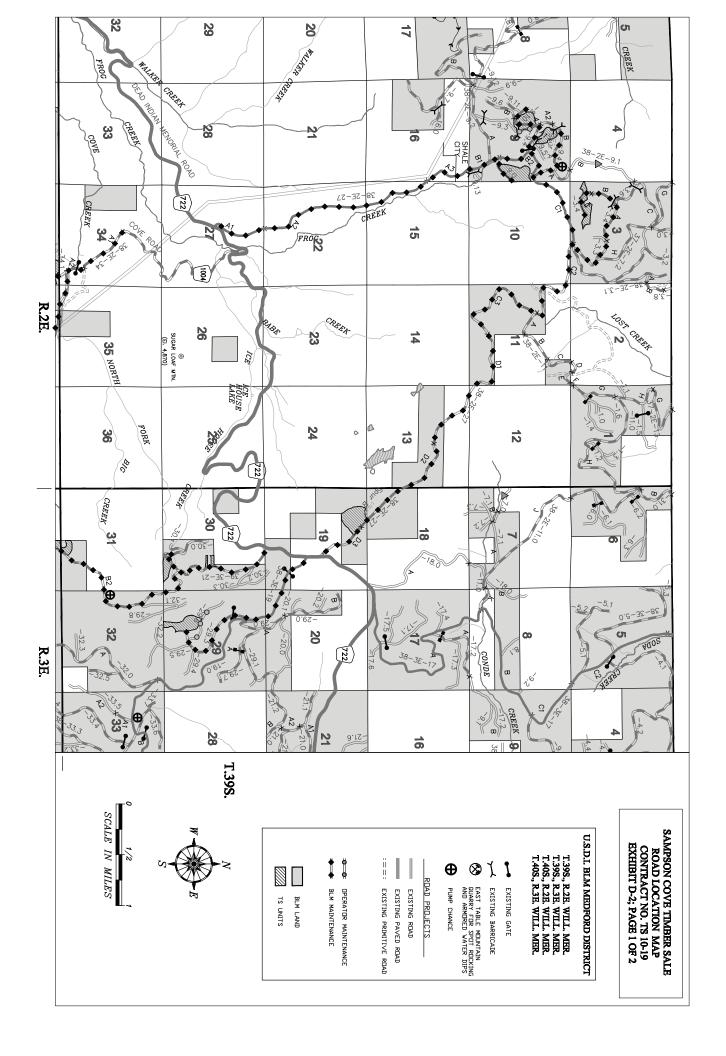
D:\JRobeson\2010\TSales\Swinning\S:\Shared\Forestry\Timber Clerk-Contract Submission\Resource Area Timber Sales\Ashland Timber Sales\Sampson Cove\Maps\_Exhibits\EXHIBI D\D-1 Maintspecs.doc 8/20/2010

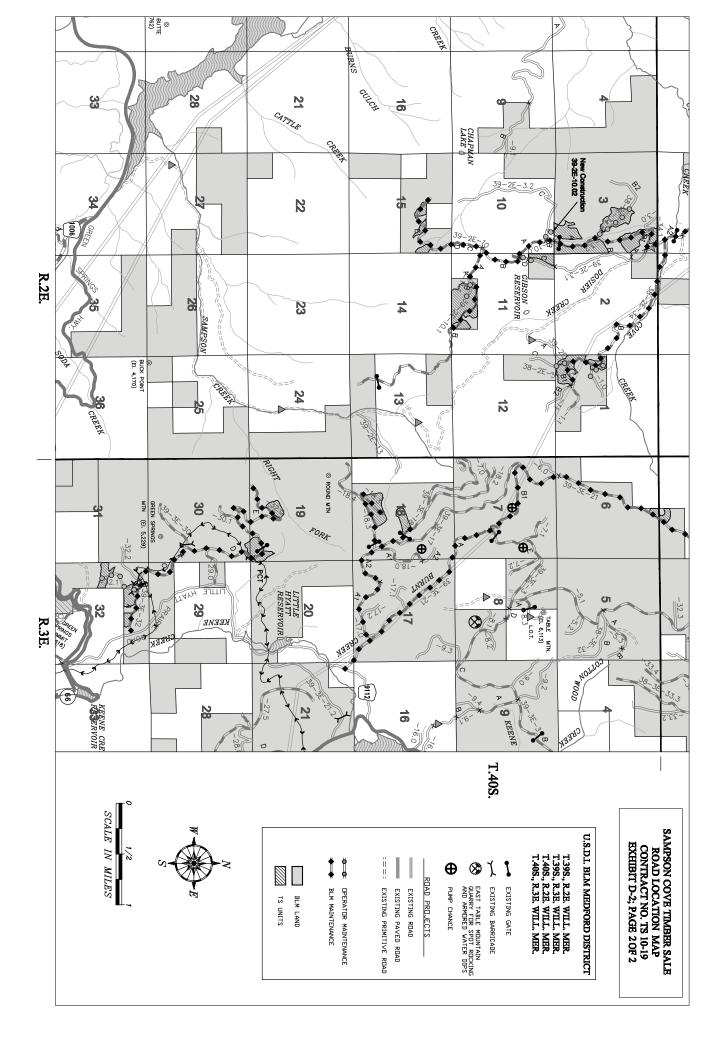
39-3E-32.00       0.00       3.66         39-3E-32.01       0.00       0.40	Road No.	From M.P./STA	To M.P./STA
00:0	39-3E-32.00	0.00	3.66
	39-3E-32.01	0.00	0.40

Adjustments to the above schedules may be made by the Authorized Officer at his option as hauling conditions improve. The Purchaser, at his option and expense, may elect to substitute watering or other dust palliatives in lieu of the above hauling requirements provided that written approval is received from the Authorized Officer. Such authorization shall include the approval of product specifications for the application and the product to be used

palliatives for water on any or all road segments listed in Subsection 3403 or 3403a provided that written approval is application of the product to be used. Multiple applications may be required to maintain the conditions specified in The Purchaser may at his option and expense, substitute lignin sulfonate, magnesium chloride, or bituminous dust received from the Authorized Officer. Such authorization shall include approval of product specifications for the Subsection 3403.

3404





Tract No : 10-19

Sale Name: Sampson Cove

Prep. By : Josh R

### Sale Date: Sept 16, 2010

#### UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

#### ROAD MAINTENANCE AND ROAD USE APPRAISAL WORK SHEET

#### Summary of Costs

1. Road Use - Amortization: (1) \$0.00/2898 MBF = \$0.00/MBF 1/(RC-3 & RC-3a) (Tot Sale Vol)

2. Road Maintenance Obligation:

$$\frac{\$9209.11}{(2.1)} + \frac{\$0.00}{(3.1)} + \frac{\$0.00}{(4.1)} + \frac{\$0.00}{(5.1)} = \frac{\$9209.11}{(RC-2c)}$$

3. Rockwear Obligation:

$$\frac{\$0.00}{(4.2)} + \frac{\$0.00}{(5.2)} + \frac{\$0.00}{(7.1)} + \frac{\$0.00}{(7.2)} = \frac{\$0.00}{(RC-2g)}$$

4. Other Maintenance Payments:

Total (6) = 
$$\frac{\$0.00}{(RC-3a)}$$

5. Purchaser Maintenance Allowances:

(7.3A)	Move In	\$516.84
(7.3B)	Culverts, Catch Basins, Downspouts	\$868.58
(7.3C)	Grading, Ditching	\$1365.01
(7.3D)	Slide Removal and Slump Repair	\$0.00
(7.3E)	Dust Palliative (Water)	\$6512.30
(7.3F)	Surface Repair (Aggregate)	\$0.00
(7.3G)	Dust Palliative (Bituminous, Lignin, MgCl)	\$0.00
(7.3H)	Other	\$0.00

Total (7.3) = 
$$\frac{$9262.73}{(RC-2a \& Ex D)}$$

$$(2+3+4+5)$$
 Total = \$18,471.84/2898 MBF =  $\frac{$6.37/\text{MBF}}{(\text{Total Sale Vol})}$  1/

#### 1. Road Use Fees - Amortization

R/W		Rd Use Vol	Road Use
Number	Road Number	Fee x MBF =	Obligation

(1) Subtotal

#### 2. BLM Maintenance - Timber Haul 1/ 2/ 3/ 4/ 5/

Road Number	А	Surf		Maint	Vol	Total
and Segment	N	Type	Mi		MBF	= Maint
37-2E-7.02	А		0.33	1.12	119	\$43.98
38-2E-3.03	А	ASC	0.24	1.12	119	\$31.99
38-2E-3.04 A		ASC	0.63	1.12	119	\$83.97
		ASC	0.73	1.35	119	\$117.27
38-2E-9.00	А	ASC	0.27	1.12	91	\$27.52
38-2E-9.01	А	ASC	0.25	1.12	64	\$17.92
38-2E-9.04 A	A1 N	ASC	0.30	1.35	82	\$33.21
38-2E-9.04 A	A1 N	ASC	0.14	1.35	63	\$11.91
38-2E-9.04 E	3 A	ASC	0.42	1.12	64	\$30.11
38-2E-9.06	N	ASC	0.30	1.35	82	\$33.21
38-2E-9.10	N	ASC	0.24	1.35	41	\$13.28
38-2E-27.00	A	BST1	0.63	0.46	99	\$28.69
38-2E-27.00	Α	BST1	4.60	0.46	119	\$251.80
38-2E-27.00	A	BST1	3.75	0.46	41	\$70.73
38-2E-27.00	A	BST1	3.45	0.46	41	\$65.07
38-2E-27.00	A	BST1	3.12	0.46	91	\$130.60
38-2E-34.00	A1A	ASC	0.51	1.12	1571	\$897.36
38-2E-34.00	A2N	ASC	0.23	1.35	1571	\$487.80
38-2E-34.00	B N	PRR	1.56	1.35	98	\$206.39
38-2E-34.00	B N	PRR	2.01	1.35	306	\$830.33
38-2E-34.01	N	ASC	0.63	1.35	146	\$124.17
38-2E-34.01	N	ASC	1.26	1.35	1021	\$1736.72
38-3E-19.00	А	BST1	0.95	0.46	114	\$49.82
38-3E-29.03	N	PRR	1.00	1.35	114	\$153.90
38-3E-30.00		PRR	0.30	1.12	38	\$12.77
39-2E-3.02		ASC	0.50	1.35	906	\$611.55
39-2E-3.02		ASC	0.09	1.35	672	\$81.65
39-2E-10.00		ASC	0.40	1.35	566	\$305.64
39-2E-10.00	N	ASC	0.86	1.35	538	\$624.62
39-2E-10.00		ASC	0.19	1.35	170	\$43.61
39-2E-10.00	N	ASC	0.38	1.35	40	\$20.52
39-2E-10.00	N	ASC	0.70	1.35	42	\$39.69
39-2E-10.00	N	ASC	0.99	1.35	88	\$117.61
39-2E-10.01	N	ASC	0.36	1.35	118	\$57.35
39-2E-10.01		ASC	1.00	1.35	250	\$337.50
39-2E-11.00		ASC	0.23	1.35	103	\$31.98
39-3E-17.00		ASC	1.50	1.12	70	\$117.60
39-3E-17.00		ASC	1.24	1.12	127	\$176.38
39-3E-18.01		ASC	0.24	1.35	70	\$22.68
39-3E-18.03		PRR	0.90	1.35	127	\$154.31
39-3E-21.00		ASC	0.45	1.12	197	\$99.29
39-3E-21.00		ASC	2.88	1.12	47	\$151.60
39-3E-21.00		ASC	1.06	1.12	38	\$45.11
39-3E-21.00		ASC	0.75	1.12	12	\$10.08
39-3E-32.00		PRR	0.22	1.12	57 150	\$14.04
39-3E-32.00		PRR	0.47	1.12	159	\$83.70
39-3E-32.00		PRR	1.81	1.12	182	\$368.95
39-3E-32.00	L N	PRR	1.52	1.35	99	\$203.15

#### (2.1) Subtotal \$9209.11

<sup>1/</sup> Enter list of roads in Sec. 41(RC-2).

<sup>2/</sup> Rockwear is included in fee as a maintenance cost for BLM maintained roads.
3/ Include lump sum logging damage repair (see Ex. D, Subsection 3108a Option F & 3401a).

3. BLM Maintenance - Rock Haul 1/ 2/ 3/

Road Number A Surf Maint Vol Total and Segment N Type Mi x Fee x C.Y. = Maint

(3.1) Subtotal

- 1/ Enter list of roads in Section 41(RC-2).
- 2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
- 3/ Include lump sum logging damage repair (See Ex. D, Subsection 3108a Option F & 3401a).
- 4. Third Party Maintenance and Rockwear Timber Haul 1/

(4.1) Subtotal (4.2) Subtotal

- 1/ Enter list of roads in Sec. 41(RC-2).
- 2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
- 3/ Include lump sum logging damage repair (see Ex. D, Subsection 3108a Option F & 3401a).
- 5. Third Party Maintenance and Rockwear Rock Haul 1/

(5.1) Subtotal (5.2) Subtotal

- 1/ Enter list of roads in Sec. 41(RC-2).
- 2/ Rockwear is included in fee as a maintenance cost for BLM maintained roads.
- 3/ Include lump sum logging damage repair (see Ex. D, Subsection 3108a Option F & 3401a).
- 6. Other Maintenance Payments USFS or Others Perform Maintenance

Agreement Fee Fee Vol Maint Number Road Number MBF/Mi x Mi = /MBF x Hauled = Cost

TIMBER HAUL (7.1)

- (6) Subtotal
- 7. Purchaser Maintenance Rock Wear

Road No 1/	A	RkWear	Vol	Total		Rkwea	r Vol	Total
and Segment	N	Mi x Fee x	MBF	= RkWear	Mi	x Fee	x C.Y.=	Rkwear
38-2E-9.03	N	0.25 0.00	21	\$0.00	0.00	0.00	0	\$0.00
38-2E-34.00	C N	0.10 0.00	77	\$0.00	0.00	0.00	0	\$0.00
38-2E-34.01	B2N	0.61 0.00	115	\$0.00	0.00	0.00	0	\$0.00
38-3E-29.06	N	0.58 0.00	57	\$0.00	0.00	0.00	0	\$0.00
39-2E-1.00	N	0.32 0.00	64	\$0.00	0.00	0.00	0	\$0.00
39-2E-3.01	N	0.13 0.00	28	\$0.00	0.00	0.00	0	\$0.00
39-2E-3.02	N	0.30 0.00	106	\$0.00	0.00	0.00	0	\$0.00
39-2E-11.01	N	0.28 0.00	117	\$0.00	0.00	0.00	0	\$0.00
39-3E-32.01	N	0.40 0.00	96	\$0.00	0.00	0.00	0	\$0.00

ROCK HAUL (7.2) 2/ 3/

(7.1) Subtotal \$0.00 (7.2) Subtotal \$0.00

<sup>1/</sup> List all purchaser maintained roads and enter list in Section 41(RC-2a). Don't repeat any BLM maintained roads listed on appraisal. List may include new const. roads without fees.

<sup>2/</sup> All surfaced roads have a rockwear fee, except no rockwear fee is charged for rock haul

on roads surfaced or resurfaced under this timber sale.

3/ Include lump sum logging damage repair (See Ex. D, Subsection 3108a Option F & 3401a).

#### 7. Purchaser Operational Maintenance

Cost allowances must be limited to work required under timber sale Exhibit D. If purchaser maint. such as dust control/damage repair is performed on BLM maint. roads, add appropriate mandatory Ex. D provisions, RC-2a and RC-2h stips. Note in prospectus.

#### 7.3A Move In

	No	Move	e Cost/	Dist	Sub-
Equipment 1/	Units	x in	x 50 Mi	x Factor	= total
Motor Grader:	1	1	\$335.00	0.59	\$197.65
Back Hoe:	1	1	\$335.00	0.59	\$197.65
Loader:			\$335.00	0.59	\$0.00
Water Truck:	1	1	\$206.00	0.59	\$121.54
Dump Truck 2/:			\$214.00	0.59	\$0.00

#### (7.3A) Total \$516.84

- $\ensuremath{\text{1/}}$  Equipment limited to that allowed in Exhibit D. Refer to Sch. 20 Table 2.
- 2/ Dump truck is allowable for surface repair only.

#### 7.3B Culvert Maintenance - Including Catchbasins and Downpipes 1/

Miles	Х	Cost/Mi	=	Subtotal
2.97		292.45		\$868.58

(7.3B) Total \$868.58

#### 7.3C Grading (Includes Ditches and Shoulders) 1/

	Miles	Х	Cost/Mi	Х	Freq	=	Subtotal
Blade Road:	2.97		459.60		1		\$1365.01
Blade Ditch:	0.00		153.20		0		\$0.00

(7.3C) Total \$1365.01

#### 7.3D Slide and Slough removal, Slump Repair (15 sta-yds. ea.) 1/

Type	No Slide	S	Hours		Equip	
Equipment	/Slumps	Х	Each	Х	Cost	= Subtotal
Grader:	0		0		119.90	\$0.00
Loader:	0		0		84.43	\$0.00
Backhoe:	0		0		62.55	\$0.00

(7.3D) Total \$0.00

#### 7.3E Dust Palliative (Water) 1/

#### Spreading Hours

							No		Freq		Truck
Miles	/	MPH	=	=	Hours	Х	Days	Х	/Day	=	Hours
30.36		5			6.1		11		1		67.1

Load & Haul-Roundtrip = 2.0 6 1 12.0 Fixed Hours (3000 Gal. tanker)

Total Hours = 79.1

<sup>1/</sup> Does not include purchase or installation of culvert pipe. Refer to Sch. 20 Table 32.

<sup>1/</sup> Watch for double allowance on roadway preparation for dust palliative application.

<sup>1/</sup> Maximum haul is 15 sta. yds. Use grader or front end loader only. Dump truck not allowed in specifications. Refer to Sch. 20 Table 28.

```
Truck Cost: $82.33/Hr. \times 79.1 \text{ Hours} = $6512.30
```

(7.3E) Total \$6512.30

1/ Allow water for all BLM maint. non-oiled roads. Subsection 3403 requires 0.50 gal/syd.

#### 7.3F Surface Repair (Aggregate)

```
Production Cost: 1/
                                 0 \text{ C.Y. } \times \$0.00/\text{C.Y.}
                                                                                        $0.00
                                   0 \text{ C.Y. } \times \$2.18/\text{C.Y. } \times 0.00 \text{ Mi} =
Haul to Stockpile:
                                                                                        $0.00
                                   0 \text{ C.Y. } \times \$1.18/\text{C.Y.} =
Stockpile:
                                                                                          $0.00
Load from Stockpile: 0 C.Y. x $1.30/C.I.

Haul from Stockpile: 0 C.Y. x $2.18/C.Y. x 0.00 Mi =

Process with Grader: 0 C.Y. x $1.00/C.Y. =
Load from Stockpile:
                                  0 C.Y. x $1.30/C.Y.
                                                                                         $0.00
                                                                                        $0.00
                                                                                         $0.00
```

#### (7.3F) Total \$0.00

1/ Use unit cost from Road Construction Cost Guide.

#### 7.3G Dust Palliative (Bituminous, Lignin, Magnesium Chloride)

(7.3G) Total

#### 7.3H Other

```
Fallen Timber Cutting: 1/ 0.0 Hours x $0.00/Hour = $0.00
Brush Cutting/Tree Trimming: 2/ 0.0 Hours x $0.00/Hour = $0.00
Oil/Asphalt Materials: 3/ Lump Sum = $0.00
Signing for Dust Palliatives: 4/ Lump Sum = $0.00
   Misc. L.S. = $0.00
```

#### (7.3H) Total \$0.00

- 1/ Exhibit D Subsection 3104.
- 2/ Exhibit D Subsection 3107. 3/ Exhibit D Subsection 3401a.
- 4/ Exhibit D Subsection 3405b.

#### UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

Summary of All Roads and Projects  T.S. Contract Name: Sampson Cove TS Sale Date: 9/16/2010  Prepared by: Josh R Ph: 2258 Print Date: 7/26/2010 2:54:27 PM  Construction: 4.89 sta (Surfaced 0.00 sta Natural 4.89 sta)  Improve: 0.00 sta Renov: 396.00 sta Decom: 0.00 sta Temp: 5.28 sta	/15/10
200 Clearing and Grubbing: 0.0 acres	\$109.28
300 Excavation: 88 cy	\$521.55
400 Drainage:	\$267.60
500 Renovation:	.,479.91
Surfacing:\$12 Quarry Name: E Table Mtn 710 cy	2,293.65
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres \$3	3,898.28
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous: \$3	3,109.84
Mobilization: Const. \$1,208.95 Surf. \$933.70 \$2	2,142.65
Quarry Development:	\$964.00
Total: 2,898 mbf @ \$8.55/mbf = \$24	4,786.76
Notes: Quantities shown are estimates only and not pay items. Surfacing Quantities are COMPACTED in place cubic yards.	

File D:\JRobeson\2010\TSales\Sampson Cove\SampsonCove.mdb

#### ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Sampson Cove TS Sale Date: 9/16/2010 Road Number: 38-2E-34.01 Road Name: Cove Crk Quarry	
Road Renovation: 1.87 mi 14 ft Subgrade 3 ft ditch T.S. Update (	04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation:	\$216.01
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$12.05 Surf. \$0.00	\$12.05
Quarry Development:	\$0.00
Total:	\$228.06

#### Notes:

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards. Road Construction Worksheet

Road Number: 38-2E-34.01 Road Name: Cove Crk Ouarr	Road	Number:	38-2E-34.01	Road Name:	Cove Crk	Quarry
--	------	---------	-------------	------------	----------	--------

Road Number: 38-2E-34.01 Road Name: Cove Crk Quarry		
Section 200 Clearing and Grubbing:	Subtotal:	\$0.00
Section 300 Excavation:	Subtotal:	\$0.00
Section 400 Drainage:	Subtotal:	\$0.00
Section 500 Renovation: Blading: \$459.60/mi x 0.47 mi = \$216.01	Subtotal:	\$216.01
Surfacing:	Subtotal:	\$0.00
Section 1300 Geotextiles:	Subtotal:	\$0.00
Section 1400 Slope Protection:	Subtotal:	\$0.00
Section 1800 Soil Stabilization:	Subtotal:	\$0.00
Section 1900 Cattleguards:	Subtotal:	\$0.00
Section 2100 Roadside Brushing:	Subtotal:	\$0.00
Section 2200 Surface Treatment:	Subtotal:	\$0.00
Section 2300 Engineering:	Subtotal:	\$0.00
Section 2400 Minor Concrete:	Subtotal:	\$0.00
Section 2500 Gabions:	Subtotal:	\$0.00
Section 8000 Miscellaneous:	Subtotal:	\$0.00
Mobilization: Construction - 1.00% of total Costs = \$12.05 Surfacing - 0.00% by rock volume = \$0.00	Subtotal:	\$12.05
Quarry Development: Based on 0.00% of total rock volume	bubeotar.	4-2.03
based on 0.00% of cocal fock volume	Subtotal:	\$0.00

Total: \$228.06

#### ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Sampson Cove TS Sale Date: 9/16/2010	
Road Number: 39-2E-10.02 Road Name: Road Construction: 0.09 mi 14 ft Subgrade ft ditch T.S. Update	04/15/10
200 Clearing and Grubbing: 0.0 acres	\$109.28
300 Excavation: 88 cy	\$521.55
400 Drainage:	\$267.60
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$95.08
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$55.40 Surf. \$0.00	\$55.40
Quarry Development:	\$0.00
Total:	\$1,048.91
Water	

#### Notes:

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

#### Road Construction Worksheet

Road Number: 39-2E-10.02 Road Name:

Section 200 Clearing and Grubbing:

Clearing - Light: \$14.80/sta x 4.89 sta = \$72.37 Grubbing - Light: \$369.06/acre x 0.10 acres = \$36.91

Subtotal: \$109.28

Section 300 Excavation:

Excavation - Common:  $$1.75/\text{cy} \times 88 \text{ cy} = $154.00$ 

Subgrade Compaction: 5 Sta/hr \$19.20/sta. x 4.9 sta = \$93.89

Compaction - Common:  $$0.87/cy \times 88 cy = $76.56$ 

End Hauling - 200 to 5000 ft:  $$0.11/sta-yd \times 15 sta-yd = $1.65$ 

Blading: \$39.97/station x 4.89 stations = \$195.45

Subtotal: \$521.55

Section 400 Drainage:

Poly Pipe 12 inch 20 lf x \$13.38/1f = \$267.60

Subtotal: \$267.60

Section 500 Renovation:

Subtotal: \$0.00

Surfacing:

Subtotal: \$0.00

Section 1300 Geotextiles:

Subtotal: \$0.00

Section 1400 Slope Protection:

Subtotal: \$0.00

Section 1800 Soil Stabilization:

Seed and Mulch

Native Grass Seed 0.2 Acre x \$140.00/Acre = \$28.00 Native Grass Straw 0.2 Acre x \$125.00/Acre = \$25.00

Labor 0.2 Acre x \$210.40/Acre = \$42.08

Subtotal: \$95.08

Section 1900 Cattleguards:

Subtotal: \$0.00

Section 2100 Roadside Brushing:

Subtotal: \$0.00

Section 2200 Surface Treatment:

Subtotal: \$0.00

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Subtotal: \$0.00

Mobilization:

Road Number: 39-2E-10.02 Continued

Construction - 4.58% of total Costs = \$55.40

Surfacing - 0.00% by rock volume = \$0.00

Subtotal: \$55.40

Quarry Development:

Based on 0.00% of total rock volume

\$0.00 Subtotal:

Total: \$1,048.91

#### ROAD CONSTRUCTION SUMMARY

ART THE RESIDENCE OF THE PROPERTY WAS ASSOCIATED BY A SECOND OF THE PROPERTY O	
T.S. Contract Name: Sampson Cove TS Sale Date: 9/16/2010  Road Number: 39-2E-3.02 Road Name:  Road Renovation: 0.60 mi 14 ft Subgrade 3 ft ditch T.S. Update	04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
PolyPipe: 0 lf	
500 Renovation:	\$0.00
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$1,009.84
Mobilization: Const. \$56.31 Surf. \$0.00	\$56.31
Quarry Development:	\$0.00
Total:	\$1,066.15
Neton	

#### Notes

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

Quarry Development:
Based on 0.00% of total rock volume

Road Construction Worksheet		
Road Number: 39-2E-3.02 Road Name:		
Section 200 Clearing and Grubbing:	Subtotal:	\$0.00
Section 300 Excavation:	Subtotal:	\$0.00
Section 400 Drainage:	Subtotal:	\$0.00
Section 500 Renovation:	Subtotal:	\$0.00
Surfacing:	Subtotal:	\$0.00
Section 1300 Geotextiles:	Subtotal:	\$0.00
Section 1400 Slope Protection:	Subtotal:	\$0.00
Section 1800 Soil Stabilization:	Subtotal:	\$0.00
Section 1900 Cattleguards:	Subtotal:	\$0.00
Section 2100 Roadside Brushing:	Subtotal:	\$0.00
Section 2200 Surface Treatment:	Subtotal:	\$0.00
Section 2300 Engineering:	Subtotal:	\$0.00
Section 2400 Minor Concrete:	Subtotal:	\$0.00
Section 2500 Gabions:	Subtotal:	\$0.00
Section 8000 Miscellaneous: Temp Draw Crossing Dump truck 10 cy 2 hr x \$85.77/hr = \$171.54 FE Loader 950B (3cy) 2 hr x \$84.43/hr = \$168.86 Backhoe 30 in 8 hr x \$83.68/hr = \$669.44	Subtotal:	\$1,009.84
Mobilization: Construction - 4.66% of total Costs = \$56.31 Surfacing - 0.00% by rock volume = \$0.00	Subtotal:	\$56.31

Subtotal: \$0.00

Road Number: 39-2E-3.02 Continued

Total: \$1,066.15

#### ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Sampson Cove TS Sale Date: 9/16/2010  Road Number: 39-3E-17.00 Road Name: Burnt Crk Spur  Road Renovation: 1.25 mi 14 ft Subgrade 3 ft ditch T.S. Update	04/15/10
200 Clearing and Grubbing: 0.0 acres Clearing:0.0 sta Grubbing:0.0 acres Slash Treatment:0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation: Blading 1.25 mi	\$574.50
Surfacing:	\$0.00
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$0.00
Mobilization: Const. \$32.04 Surf. \$0.00	\$32.04
Quarry Development:	\$0.00
Total:	\$606.54

#### Notes:

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

11044 0011001401010101010101010101010101		
Road Number: 39-3E-17.00 Road Name: Burnt Crk Spur		
Section 200 Clearing and Grubbing:	Subtotal:	\$0.00
Section 300 Excavation:	Subtotal:	\$0.00
Section 400 Drainage:	Subtotal:	\$0.00
Section 500 Renovation: Blading: \$459.60/mi x 1.25 mi = \$574.50	Subtotal:	\$574.50
Surfacing:	Subtotal:	\$0.00
Section 1300 Geotextiles:	Subtotal:	\$0.00
Section 1400 Slope Protection:	Subtotal:	\$0.00
Section 1800 Soil Stabilization:	Subtotal:	\$0.00
Section 1900 Cattleguards:	Subtotal:	\$0.00
Section 2100 Roadside Brushing:	Subtotal:	\$0.00
Section 2200 Surface Treatment:	Subtotal:	\$0.00
Section 2300 Engineering:	Subtotal:	\$0.00
Section 2400 Minor Concrete:	Subtotal:	\$0.00
Section 2500 Gabions:	Subtotal:	\$0.00
Section 8000 Miscellaneous:	Subtotal:	\$0.00
Mobilization: Construction - 2.65% of total Costs = \$32.04 Surfacing - 0.00% by rock volume = \$0.00	Subtotal:	\$32.04
Quarry Development: Based on 0.00% of total rock volume		#55.13.5
based on vivos of total fock volume	Subtotal:	\$0.00

Total: \$606.54

#### ROAD CONSTRUCTION SUMMARY

T.S. Contract Name: Sampson Cove TS Sale Date: 9/16/2010  Road Number: 39-3E-32.00 Road Name: Little Hyatt Lake Sp  Road Renovation: 3.78 mi 14 ft Subgrade 3 ft ditch T.S. Update	e 04/15/10
200 Clearing and Grubbing: 0.0 acres	\$0.00
300 Excavation:	\$0.00
400 Drainage:	\$0.00
500 Renovation: Blading 1.50 mi	\$689.40
Surfacing:	\$12,293.65
1300 Geotextiles:	\$0.00
1400 Slope Protection:	\$0.00
1800 Soil Stabilization: 0.0 acres	\$0.00
1900 Cattleguards:	\$0.00
2100 RoadSide Brushing: 0.0 acres	\$0.00
2200 Surface Treatment: 0.0 tons	\$0.00
2300 Engineering: 0.00 sta	\$0.00
2400 Minor Concrete:	\$0.00
2500 Gabions:	\$0.00
8000 Miscellaneous:	\$2,100.00
Mobilization: Const. \$841.08 Surf. \$933.70	\$1,774.78
Quarry Development:	\$964.00
Notes:	\$17,821.83

#### Notes:

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

Road Number: 39-3E-32.00 Road Name: Little Hyatt Lake Sp

Section 200 Clearing and Grubbing:

Subtotal: \$0.00

Section 300 Excavation:

Subtotal: \$0.00

Section 400 Drainage:

Subtotal: \$0.00

Section 500 Renovation:

Blading:  $$459.60/mi \times 1.50 mi = $689.40$ 

Subtotal: \$689.40

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

Subtotal:

Subtotal:

Subtotal:

Subtotal:

Subtotal:

Pitrun Quarry Name: E Table Mtn

Length TopW BotW Depth CWid #TOs Width F.W.L Taper Other 500cy

Rock Volume = 500cy

Ripping:  $100% \times $3.65/cy \times 500cy = $1,825.00$ 

Processing:  $$1.23/cy \times 500cy = $615.00$ 

Basic Rock Haul cost: \$0.87/cy x 500cy = \$435.00

Rock Haul -15% grades: \$1.31/cy-mi x 500cy x 7.50 mi= \$4,912.50 Rock Haul St& Co Roads: \$0.58/cy-mi x 500cy x 3.00 mi= \$870.00

Pitrun Quarry Name: E Table Mtn Comment: Armoring for Waterdips

Length TopW BotW Depth CWid #TOs Width F.W.L Taper Other 210cy

Rock Volume = 210cy

Ripping:  $100% \times $3.65/cy \times 210cy = $766.50$ 

Processing: \$1.23/cy x 210cy = \$258.30

Basic Rock Haul cost: \$0.87/cy x 210cy = \$182.70

Rock Haul -15% grades: \$1.31/cy-mi x 210cy x 7.50 mi= \$2,063.25

Rock Haul St& Co Roads: \$0.58/cy-mi x 210cy x 3.00 mi= \$365.40

Subtotal: \$12,293.65

Section 1300 Geotextiles:

Section 1400 Slope Protection:

Section 1800 Soil Stabilization:

Section 1900 Cattleguards: Subtotal: \$0.00

Section 2100 Roadside Brushing:

Section 2200 Surface Treatment:

Section 2300 Engineering:

Subtotal: \$0.00

Section 2400 Minor Concrete:

Road Number: 39-3E-32.00 Little Hyatt Lake Sp Continued

Subtotal: \$0.00

Section 2500 Gabions:

Subtotal: \$0.00

Section 8000 Miscellaneous:

Construct Water Dip

Armored Water Dip Construction 7 EA x \$300.00/EA = \$2,100.00

Subtotal: \$2,100.00

Mobilization:

Construction - 69.57% of total Costs = \$841.08 Surfacing - 100.00% by rock volume = \$933.70

Subtotal: \$1,774.78

Quarry Development:

Based on 100.00% of total rock volume

Subtotal: \$964.00

Total: \$17,821.83

#### ROAD CONSTRUCTION SUMMARY

S. Contract Name: Sampson Cove TS Sale Date: 9/16/2010  ad Number: Landings Road Name: Landings  mporary Road: 0.10 mi 50 ft Subgrade ft ditch T.S. Up	pdate 04/15/10
0 Clearing and Grubbing: 0.0 acres	\$0.00
0 Excavation:	\$0.00
O Drainage:	\$0.00
0 Renovation:	\$0.00
rfacing:	\$0.00
00 Geotextiles:	\$0.00
00 Slope Protection:	\$0.00
300 Soil Stabilization: 0.0 acres	\$3,803.20
000 Cattleguards:	\$0.00
00 RoadSide Brushing: 0.0 acres	\$0.00
200 Surface Treatment: 0.0 tons	\$0.00
300 Engineering: 0.00 sta	\$0.00
100 Minor Concrete:	\$0.00
500 Gabions:	\$0.00
000 Miscellaneous:	\$0.00
obilization: Const. \$212.08 Surf. \$0.00	\$212.08
uarry Development:	\$0.00
Total	1: \$4,015.28

#### Notes

Quantities shown are estimates only and not pay items. Surfacing Quantities shown are COMPACTED in place cubic yards.

Road Construction Worksheet

Road	Number:	Landings	Road	Name:	Landings	
------	---------	----------	------	-------	----------	--

Road Number: Dandings Road Name: Dandings		
Section 200 Clearing and Grubbing:	Subtotal:	\$0.00
Section 300 Excavation:	Subtotal:	\$0.00
Section 400 Drainage:	Subtotal:	\$0.00
Section 500 Renovation:	Subtotal:	\$0.00
Surfacing:	Subtotal:	\$0.00
Section 1300 Geotextiles:	Subtotal:	\$0.00
Section 1400 Slope Protection:	Subtotal:	\$0.00
Section 1800 Soil Stabilization: Seed and Mulch Landings Native Grass Seed 8 Acre x \$140.00/Acre = \$1,120.00 Native Grass Straw 8 Acre x \$125.00/Acre = \$1,000.00 Labor 8 Acre x \$210.40/Acre = \$1,683.20		
	Subtotal:	\$3,803.20
Section 1900 Cattleguards:	Subtotal:	\$0.00
Section 2100 Roadside Brushing:	Subtotal:	\$0.00
Section 2200 Surface Treatment:	Subtotal:	\$0.00
Section 2300 Engineering:	Subtotal:	\$0.00
Section 2400 Minor Concrete:	Subtotal:	\$0.00
Section 2500 Gabions:	Subtotal:	\$0.00
Section 8000 Miscellaneous:	Subtotal:	\$0.00
Mobilization: Construction - 17.54% of total Costs = \$212.08 Surfacing - 0.00% by rock volume = \$0.00	Subtotal:	\$212.08
Quarry Development: Based on 0.00% of total rock volume	Subtotal:	\$0.00

Road Number: Landings Landings Continued

Total: \$4,015.28

#### **OPERATIONS**

#### **CREW REPRESENTATIVE (CREP)**

REQUIRED TRAINING

None

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS No additional

PREREQUISITE EXPERIENCE

Satisfactory performance as a Single

Resource Boss Crew

Satisfactory position performance as a Crew

Representative

PHYSICAL FITNESS

Arduous

OTHER POSITION ASSIGNMENTS THAT

WILL MAINTAIN CURRENCY

Single Resource Boss Crew

#### CREW BOSS (SINGLE RESOURCE) (CRWB)

REQUIRED TRAINING

Crew Boss (S-230)

Intermediate Wildland Fire Behavior

(S-290)

ADDITIONAL TRAINING WHICH

Basic ICS (I-200)

SUPPORTS DEVELOPMENT OF

Ignition Operations (S-234)

KNOWLEDGE AND SKILLS

Interagency Incident Business Management

(S-260)

Basic Air Operations (S-270)

PREREQUISITE EXPERIENCE

Satisfactory performance as an Advanced

Firefighter/Squad Boss

+

Satisfactory position performance as a Single Resource Boss Crew on a wildland or

prescribed fire incident

PHYSICAL FITNESS

Arduous

OTHER POSITION ASSIGNMENTS THAT

WILL MAINTAIN CURRENCY

Single Resource Boss (Dozer, Engine,

Felling, Firing, Tractor/Plow)

Incident Commander Type 4

#### **OPERATIONS**

#### FIRING BOSS (SINGLE RESOURCE) (FIRB)

REQUIRED TRAINING

Crew Boss (S-230)

Intermediate Wildland Fire Behavior (S-290)

ADDITIONAL TRAINING WHICH

Basic ICS (I-200)

SUPPORTS DEVELOPMENT OF

Ignition Operations (S-234)

KNOWLEDGE AND SKILLS

Interagency Incident Business Management

(S-260)

Basic Air Operations (S-270)

PREREQUISITE EXPERIENCE

Satisfactory performance as an Advanced

Firefighter/Squad Boss

+

Satisfactory position performance as a Single Resource Boss Firing on a wildland

or prescribed fire incident

PHYSICAL FITNESS

Arduous

OTHER POSITION ASSIGNMENTS THAT

WILL MAINTAIN CURRENCY

Single Resource Boss (Crew, Dozer, Engine, Felling, Tractor/Plow)

#### ENGINE BOSS (SINGLE RESOURCE) (ENGB)

REQUIRED TRAINING

Crew Boss (S-230)

Intermediate Wildland Fire Behavior (S-290)

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF KNOWLEDGE AND SKILLS Basic ICS (I-200)

Engine Boss (S-231)

Ignition Operations (S-234)

Interagency Incident Business Management

(S-260)

Basic Air Operations (S-270)

PREREQUISITE EXPERIENCE

Satisfactory performance as an Advanced

Firefighter/Squad Boss

\_

Satisfactory position performance as a Single Resource Boss Engine on a wildland

or prescribed fire incident

PHYSICAL FITNESS

Arduous

OTHER POSITION ASSIGNMENTS THAT

WILL MAINTAIN CURRENCY

Single Resource Boss (Crew, Dozer, Felling, Firing, Tractor/Plow)

Incident Commander Type 4

#### **OPERATIONS**

#### ADVANCED FIREFIGHTER/SQUAD BOSS (FFT1)

REQUIRED TRAINING Advanced Firefighter Training (S-131)

ADDITIONAL TRAINING WHICH Supervisory Concepts and Techniques

SUPPORTS DEVELOPMENT OF (S-281)

KNOWLEDGE AND SKILLS Portable Pumps and Water Use (S-211)

Wildfire Power Saws (S-212)

PREREQUISITE EXPERIENCE Satisfactory performance as a Firefighter

Type 2

Satisfactory position performance as an

Advanced Firefighter/Squad Boss on a wildland

fire incident

PHYSICAL FITNESS Arduous

OTHER POSITION ASSIGNMENTS THAT

WILL MAINTAIN CURRENCY

Incident Commander Type 5

Introduction to ICS (I-100)

#### FIREFIGHTER (FFT2)

REQUIRED TRAINING Firefighter Training (S-130)

Introduction to Wildland Fire Behavior (S-190)

ADDITIONAL TRAINING WHICH SUPPORTS DEVELOPMENT OF

KNOWLEDGE AND SKILLS

PREREQUISITE EXPERIENCE None

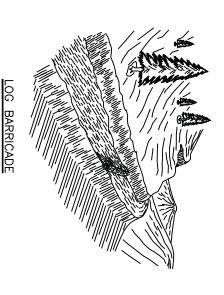
PHYSICAL FITNESS Arduous

OTHER POSITION ASSIGNMENTS THAT

WILL MAINTAIN CURRENCY

None

# SHEET*EXHIBIT* OF¥



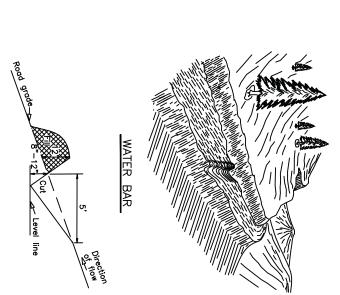




- 2:1 LOG BARRICADE SHALL BE CONSTRUCTED AS SHOWN ABOVE. EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.

  ALL BARRICADES SHALL BE SKEWED 30 DEGREES THE LENGTH SHALL BE SUFFICIENT TO EXTEND FROM THE CUT BANK TO THE FILL SLOPE.

  THE MINIMUM SMALL END DIAMETER OF THE LOG
- BARRICADE SHALL BE 24".



- WATER BARS SHALL BE CONSTRUCTED AS SHOWN ABOVE.
   EXACT LOCATION WILL BE FLAGGED BY THE AUTHORIZED OFFICER PRIOR TO CONSTRUCTION.
   ALL WATER BARS SHALL BE SKEWED 30 DEGREES
   UPON COMPLETION OF SKIDDING LOGS, FOR THE LOGGING SEASON, EACH SKID ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.
   PRIOR TO BLOCKING, EACH ROAD WILL HAVE CROSS DRAINAGE CONSTRUCTED AS SHOWN ABOVE.

### SKEW DIAGRAM € Road → Down Grade

80°

WATER BAR SPACING \*

ROAD GRADE         LOAM OR CLAY LOAM GRANITE         DECOMPOSED GRANITE           %         FEET         FEET           4-6         400         300           7-9         300**         200**           10-14         200         150           15-20         150         90           21-40         90         50           41-60         50         25								
OR LOAM	41-60	21-40	15-20	10-14	7–9	4-6	%	ROAD GRADE
DECOMPOSED GRANITE FEET 300 200** 150 90 50	50	90	150	200	300**	400	FEET	LOAM OR CLAY LOAM
	25	50	90	150	200**	300	FEET	DECOMPOSED GRANITE

\* DISTANCES ARE MAXIMUM.

\*\* ON GRADES IN EXCESS OF 10%
CONSTRUCT WATER BARS.

UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT MEDFORD DISTRICT - MEDFORD, OREGON

# CONTROL INSTALLATION DRAINAGE& EROSION

OR-11-9113.4-8	R-11-9	0	o.	DRAWING NO.
1 OF 1	SHEET	2009	October 2009 SHEET	DATE
NONE	SCALE		DCM	DRAWN
			ÆD_	APPROVED
			₽ 	REVIEWED
		K		DESIGNED

# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

### NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offeror, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Nonsegregated Facilities in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The provides that he will not maintain such certification also segregated facilities. Failure of a bidder or offeror to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

#### **INSTRUCTIONS TO BIDDERS**

- 1. AUTHORITY Timber located on the revested Oregon and California Railroad Grant Lands and on the reconveyed Coos Bay Wagon Road Grant Lands is administered and sold pursuant to authority of the Act of August 28, 1937 (50 Stat. 874; 43 U.S.C. 1181a); timber located on other lands and other vegetative resources on all public lands of the United States under jurisdiction of the Bureau of Land Management are administered and sold pursuant to authority of the Act of July 31, 1947 (61 Stat. 681), as amended, by the Act of July 23, 1955 (69 Stat. 367; 30 U.S.C. 601 et. seq.). Regulations of the Secretary of the Interior governing sale of timber are codified in 43 CFR Group 5400.
- 2. QUALIFICATIONS OF BIDDERS A bidder for sale of timber/vegetative resources must be either (a) a citizen of the United States, (b) a partnership composed wholly of such citizens, (c) an unincorporated association composed wholly of such citizens, or (d) a corporation authorized to transact business in the State in which the timber/vegetative resource is located.
- 3. INSPECTION OF TIMBER/VEGETATIVE RESOURCES Bidder is invited, urged, and cautioned to inspect the timber/vegetative resource prior to submitting a bid. By executing the timber/vegetative resource sale contract, bidder warrants that the contract is accepted on the basis of his examination and inspection of the timber/vegetative resource and his opinion of its value.
- 4. DISCLAIMER OF WARRANTY Government expressly disclaims any warranty of the fitness of the designated timber/vegetative resource for any purpose of the bidder; all timber/vegetative resources are to be sold "As Is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of timber/vegetative resource to be sold is expressly disclaimed by Government.
- 5. *BIDS* Sealed or written bids for not less than the advertised appraised price, per timber/vegetative resource must be submitted in duplicate to the District Manager who issued *Timber/Vegetative Resource Sale Notice*.
- (a) Sealed Bid Sales Bids will be received until time for opening which is set out in the Notice. Enclose both copies of bid with required bid deposit in a sealed envelope marked on the outside Bid for Timber/Vegetative Resource, time bid is to be opened, tract number, and legal description of land on which timber/vegetative resource is located. In event of a tie, the high bidder shall be determined by lot from among those who submitted the tie bids.
- (b) Auction Sales Submission of the required bid deposit and a written bid is required to qualify for oral bidding. Oral bidding shall begin from the highest written bid. No oral bid will be considered which is not higher than the preceding bid. In the event there is a tie in high written bids, and no oral bidding occurs, the bidder who was the first to submit his bid deposit and written bid shall be declared the high bidder. If the officer conducting the sale cannot determine who made the first submission of high tie written bids, the high bidder shall be determined by lot. High bidder must confirm his bid, in writing, immediately upon being declared high bidder.
- (c) Except as otherwise provided in 43 CFR 5442.2, bids will not be considered in resale of timber/vegetative resource remaining from an uncompleted contract from any person or affiliate of such person who failed to complete the original contract because of (1) cancellation for the purchaser's breach or (2) through failure to complete payment by expiration date.
- (d) When it is in the interest of the Government to do so, it may reject any and all bids and may waive minor deficiencies in bids or in sale advertisement.
- 6. *BID FORMS* All sealed, written bids, and confirmation of oral bids shall be submitted on forms provided by Government.
- (a) Lump Sum Sales Bids shall specify (1) Bureau of Land Management estimated volume, (2) price per unit, and (3) total purchase price. Estimated volume and price per unit are to be used for administrative and appraisal purposes only. Upon award of contract, high bidder shall be liable for total purchase price, including any adjustment which may be made as a result of reappraisal if an extension of time is granted, even though quantity of timber/vegetative resource actually cut, removed, or designated for taking is more or less than the estimated volume or quantity listed.
- (b) Timber Scale Sales Bids must state price per thousand board feet that will be paid for each species. High bidder will be determined by multiplying bid price per thousand board feet per species by Bureau of Land Management estimate of volume of each species. Purchaser shall be liable for purchase price of all merchantable timber sold under contract even though all such timber is not actually cut

- and removed prior to expiration of time for cutting and removal as specified in contract.\*
- 7. BID DEPOSIT All bidders must make a deposit of not less than the amount specified in the Timber/Vegetative Resource Notice. Deposit may be in the form of cash, money orders, bank drafts, cashiers or certified checks made payable to the Department of the Interior BLM, bid bonds of a corporate surety shown on the approved list of the United States Treasury Department\*, or any approved guaranteed remittance approved by the Authorized Officer. Upon conclusion of bidding, the bid deposit of all bidders, except high bidder, will be returned. The cash deposit of the successful bidder may be applied toward the required sale deposit and/or the purchase price. Cash not applied to the sale deposit or the purchase price, or a corporate surety bid bond, will be returned at the time the contract is signed by the Government.
- 8. AWARD OF CONTRACT Government may require high bidder to furnish such information as is necessary to determine the ability of bidder to perform the obligation of contract. Contract will be awarded to high bidder, unless he is not qualified or responsible or unless all bids are rejected. If high bidder is not qualified or responsible or fails to sign and return the contract together with required performance bond and any required payment, contract may be offered and awarded to the highest bidders qualified, responsible, and willing to accept the contract.
- 9. TIMBER/VEGETATIVE RESOURCE SALE CONTRACT To be executed by purchaser, has been prepared by Government, and may be examined in the District Manager's office.

#### 10. PERFORMANCE BOND -

- (a) A performance bond in an amount of not less than 20 percent of total purchase price is required, but the amount of the bond shall not be in excess of \$500,000, except when the purchaser opts to increase the minimum bond to permit cutting prior to payment as provided in 43 CFR 5451.2, or in the event the purchaser is a holder of an unresolved default the bond may be increased as provided in 43 CFR 5450.1(b). Performance bond may be (1) bond of a corporate surety shown on approval list issued by the United States Treasury Department and executed on an approved standard form, (2) personal surety bond executed on an approved standard form if Government determines principals and bondsman are capable of carrying out the terms of the contract, (3) cash bonds, (4) negotiable securities of the United States, or (5) any guaranteed remittance approved by the Authorized Officer.
- (b) If purchaser elects to cut timber without skidding or yarding it to a loading point or removing it prior to the payment of the second or subsequent installments, Government shall require an increase in amount of performance bond initially required by an amount equal to the value of timber to be cut. Such increase must be on a bond rider form supplied by Government and be approved, in writing, by Government prior to cutting timber covered by the bond increase. This increased amount of bond shall be used to assure payment for timber cut in advance of payment.\*
- 11. PAYMENT BOND If purchaser elects to (a) cut and remove timber, or (b) remove timber already cut which has been secured by an increased performance bond as provided in paragraph 10(b) above, before payment of the second or subsequent installments, Government shall require a payment bond on a form supplied by Government. Purchaser shall obtain written approval from Government of payment bond prior to cutting and/or removal of timber covered by the bond. Payment bond shall be used to assure payment for timber cut and/or removed in advance of payment.\*
- 12. PAYMENT OF PURCHASE PRICE For sales of \$500 or more, Government may allow payment by installments. Except as discussed in paragraphs 10 and 11 above, no part of any timber/vegetative resource sold may be severed, cut, or removed unless advance payment has been made as provided in contract.
- 13. LIQUIDATED DAMAGES Within thirty (30) days from receipt of *Timber/Vegetative Resource Sale Contract*, the successful bidder shall sign contract and return it to Government, together with required bond and any required payment. If successful bidder fails to comply within the stipulated time, his bid deposit shall be retained by Government as liquidated damages.
- 14. *NINETY-DAY SALES* If no bid is received within time specified in the advertisement of sale and if Government determines that there has been no significant rise in the market value of timber/vegetative resource, it may, in its discretion, keep the sale open, not to exceed ninety (90) days.

<sup>\*</sup>Applies to Timber Only

- 15. UNAUTHORIZED USE OF GOVERNMENT PROPERTY A sale may be refused to high bidder who has been notified that he has failed to make satisfactory arrangements for payment of damages resulting from unauthorized use of, or injury to, property of the United States.
- 16. EQUAL OPPORTUNITY CLAUSE This contract is subject to the provisions of Executive Order No. 11246 of September 24, 1965, as amended, which sets forth the nondiscrimination clauses. Copies of this order may be obtained from the District Manager. 43 CFR 60-1.7(b) requires that the Equal Opportunity Compliance Report Certification will be completed by prospective contractors. Certification may be obtained from District Manager.
- 17. LOG EXPORT All timber offered for sale except as noted in the *Timber Sale Notice* is restricted from export from the United States in the form of unprocessed timber and cannot be used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end product use; or (4) western
- red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 common or better. Timber manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacture of eight and three quarters (8-3/4) inches in thickness or less; or (6) shakes and shingles. In event purchaser wishes to sell any or all of timber restricted from export in the form of unprocessed timber, the buyer, exchanges, or recipient shall be required to comply with contractual provisions relating to "unprocessed timber". Special reporting, branding and painting of logs may be included in contract provisions.\*
- 18. DETAILED INFORMATION Detailed information concerning contract provisions, bid, performance bond forms, tract location maps, and access conditions may be obtained from the District Manager. All persons interested in bidding on the products listed are encouraged to familiarize themselves with all such detailed information.

Form 5440-9 (December 2004)

□ cashier's check

# UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT

### DEPOSIT AND BID FOR

TIMBER\*
VEGETATIVE RESOURCE
(Other Than Timber)

□ bid bond of corporate surety on approved list of the United States Treasury

Name of Bidder	
Tract Number	
OR110-TS10-19	
Sale Name	
Sampson Cove	
Sale Notice (dated)	
August 18 <sup>th</sup> , 2010	
BLM District	
Modford	

**LUMP SUM SALE** 

		Sealed Bid for Sealed Bid Sale	x	Written Bi	d for	Oral A	Aucti	on Sale		
		onse to the above dated Sale Notice, the required depos vegetative resource on the tract specified above.	t and	bid are here	eby s	submit	ted f	or the purchas	e of	designated
Rec	uir	ed bid deposited is \$28,400.00 and is enclo	sed in	the form of		cash		money order		bank draft

☐ guaranteed remittance approved by the authorized officer.

□ certified check

IT IS AGREED That the bid deposit shall be retained by the United States as liquidated damages if the bid is accepted and the undersigned fails to execute and return the contract, together with any required performance bond and any required payment within 30 days after the contract is received by the successful bidder. It is understood that no bid for less than the appraised price on a unit basis per species will be considered. If the bid is rejected the deposit will be returned.

#### BID SCHEDULE - LUMP SUM SALE

NOTE: Bidders should carefully check computations in completing the Bid Schedule

	BID SUBMITTED			ORAL BID MADE			
PRODUCT SPECIES	UNIT	ESTIMATED VOLUME OR QUANTITY	UNIT PRICE	TOTAL VALUE	UNIT PRICE	TOTAL VALUE	
Douglas-fir	MBF	1944	x	=	x	=	
White fir	MBF	623	х	=	х	=	
Ponderosa pine	MBF	40	х	=	Х	=	
Incense-cedar	MBF	11	х	=	х	=	
			х	=	Х	=	
Total	MBF	2618	х	=	х	=	
			х	=	Х	=	
			х	=	Х	=	
			x	=	X	=	
			х	=	Х	=	
			x	=	х	=	
			х	=	X	=	
			х	=	Х	=	
			х	=	Х	=	
			x	=	Х	=	
			X	=	Х	=	
		TOTAL PUR	RCHASE PRICE				

If sale contract is executed, undersigned is liable for total purchase price even though the quantity cut, removed, or designated for taking is more or less than the total estimated volume or quantity shown above. Undersigned certifies bid was arrived at by bidder or offeror independently, and was tendered without collusion with any other bidder or offeror. In submitting or confirming this bid, undersigned agrees to the foregoing provisions, applicable regulations, and certifies that he is authorized to act as, or on behalf of, the bidder.

Bid submitted on (date)							
(Check appropriate box, sign in	ink, and complete the following)						
Signature, if firm is individually owned	Name of firm (type or print)						
Signatures, if firm is a partnership or L.L.C.	Business address, include zip code (type or print)						
Corporation organized under the state laws of	(To be completed following oral bidding)						
Signature of Authorized Corporate Signing Officer	I HEREBY confirm the above oral bid By (signature)						
Title	Date						
Submit bid, in <i>duplicate</i> , to qualify for either an oral auction or sealed bid sale together with the required bid deposit made payable to the Department of the Interior – BLM.  Oral Auction – Submit to Sales Supervisor prior to closing of qualifying	Sealed Bid – Send to District Manager, who issued the sale notice, in a sealed envelope marked on the outside:  (1) "Bid for Timber"  (2) Vegetative Resource Other Than Timber  (3) Time bids are to be opened						
period for tract.	(4) Legal description						

#### NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 38 FR 6280 and 43 CFR 5442.1

PURPOSE: To qualify an oral auction bidder, and then if successful, to bind bidder to certain contract conditions.

ROUTINE USE: To determine that an individual is qualified to participate in oral auction bidding, and, as surety that bidder will fulfill contract requirements.

EFFECT OF NOT PROVIDING INFORMATION: Filing this deposit and bid information is necessary only when an individual wishes to participate in a sealed or auction bid sale for timber or vegetative resources.